Pp. Eng. 1861/44

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ACCOUNTS AND PAPERS:

THIRTY-SIX VOLUMES.

—*(11.)*—

EAST INDIA.

INDIGO COMMISSION.

Session

5 February —— *6 August* 1861.

VOL. XLIV.

1861.

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ACCOUNTS AND PAPERS:

1861.

THIRTY-SIX VOLUMES:—CONTENTS OF THE

ELEVENTH VOLUME.

N. B.—*THE* Figures *at the* beginning of the line, *correspond with the* N° *at the foot of each* Paper; *and the* Figures *at the* end of the line, *refer to the* MS. Paging *of the Volumes arranged for The House of Commons.*

EAST INDIA:

Indigo Commission:

72. Copies of a Letter from the Governor General, dated the 29th day of December 1860, to the Secretary of State for *India*: together with the Minute of the Lieutenant Governor of *Bengal* on the Report of the Indigo Commission:—Of the Report of the Indigo Commission, with Evidence and Appendices:—Of Proceedings which led to the Appointment of the Commission:—And, of any Memorials presented or Communications made to the Government of *India* by the Planters, and the Replies of the Governor to the same.—[I.—Papers Preliminary to the Appointment of the Commission] - - p. 1

72-I. Ditto.—[II.—Report of the Indigo Commission, with MINUTES OF EVIDENCE, and APPENDIX] - - - - - - 335

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EAST INDIA (INDIGO COMMISSION).

RETURN to an Address of the Honourable The House of Commons, dated 15 February 1861;—*for*,

"COPIES of a LETTER from the Governor General, dated the 29th day of December 1860, to the Secretary of State for *India*; together with the MINUTE of the Lieutenant Governor of *Bengal* on the REPORT of the INDIGO COMMISSION:"

"Of the REPORT of the INDIGO COMMISSION, with EVIDENCE and APPENDICES:"

"Of PROCEEDINGS which led to the Appointment of the COMMISSION:"

"And, Of any MEMORIALE presented or COMMUNICATIONS made to the Government of *India* by the PLANTERS, and the REPLIES of the Governor to the same."

India Office,
26 February 1861.

J. HAWKINS,
Secretary, Judicial Department.

(*Sir Arthur Buller.*)

Ordered, by The House of Commons, *to be Printed*,
4 *March* 1861.

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SELECTIONS FROM THE RECORDS OF THE GOVERNMENT OF BENGAL.

CONTENTS.

PAGE.

No. 1.—Note by Mr. A. Sconce, Judge of Nuddea, on the relations between Indigo Planters and Ryots, and the Honourable Mr. Halliday's Minute thereon; date 1854 - 3

No. 2.—Complaint against Moulvee Abdool Luteef, Deputy Magistrate of Kalarooah, for the encouragement which it was alleged he gave the Ryots in his jurisdiction to break their engagements to sow Indigo; date 1854 - - - - - - 7

No. 3.—Proposal to re-enact a Law making a breach of contract for the cultivation of Indigo punishable as a misdemeanor; date 1854 - - - - - - - 16

No. 4.—Returns to a call by Mr. Halliday, Lieutenant Governor of Bengal, for information as to how the last Indigo sowing season passed off; date 1856 - - - - - 51

No. 5.—Objections of Mr. A. C. MacArthur, of Meergunge, to the site for the Head Quarters of the Gopalgunge Subdivision being fixed in the neighbourhood of his Indigo Factory; date 1857, 1858, and 1859 - - - - - - - - 68

No. 6.—A Law proposed by Mr. S. B. Lane, C.S., for ensuring the execution of engagements for the cultivation and delivery of Indigo Plant; date 1859 - - - 76

No. 7.—Complaint made by Mr. A. Prestwich, proprietor of the Hobrah Indigo Concern, against the Honourable A. Eden, Magistrate of Baraset; date February and August 1859 - - - - - - - - - - - - 80

No. 8.—Reference to Government for decision of a question on which Mr. Grote, the Commissioner of Nuddea, differed with the Honourable A. Eden, the Magistrate of Baraset, regarding the use to be made of the Police in cases of disputes between Indigo Planters and Ryots; date April, July 1859 - - - - - - - - 92

No. 9.—Correspondence and opinions of officers, on record in the Office of the Commissioner of Nuddea, relative to the system by which Indigo Cultivation is carried on in Bengal; date 1858 and 1859 - - - - - - - - - - - 115

No. 10.—Report of Mr. Deputy Magistrate J. Cockburn, formerly an Indigo Planter, upon the present system of Indigo cultivation; dated 31st December 1859 - - - 131

No. 11.—Complaints made by certain Inhabitants of Nuddea against the Manager of the Bansbariah Indigo Factory: date August 1859, March 1860 - - - - 136

No. 12.—Demi-official Letters from Mr. J. Forlong and Mr. J. White, Indigo Planters, relating to Indigo Planting in Nuddea; date November 1859 - - - - - 158

No. 13.—Statement concerning Sectul Turreefdar, a kidnapped Ryot, made in the "Hindoo Patriot" Newspaper; date December 1859, and January 1860 - - - - - 165

No. 14.—Abstract of Sundry Petitions against Indigo Planters; date January, February 1860 - - - - - - - - - - - - - - - - - 169

No. 15.—Complaints of Ryots against the Manager of the Handra Indigo Factory, and Orders thereupon; date January and March 1860 - - - - - - - 169

No. 16.—Case of Affray, with Murder, near the Chaila Indigo Factory, in the District of Pubna; date September 1859 - - - - - - - - - - - 175

No. 17.—Complaint of certain Inhabitants of Joyrampore, in the District of Nuddea, against the Manager of the Lokenathpore Factory, with the Order thereon; date February 1860 - - - - - - - - - - - - - - - 186

No. 18.—Complaint of Inhabitants of Chur Ramnuggur in the Moorshedabad District, against the Revenue Officer for giving the farm of their Village to Messrs. Watson and Co., Indigo Planters; date January, March, and April 1860 - - - 189

No. 19.—Statement of Mr. Tripp, Manager of the Bamundie Concern, of the Condition of his Neighbourhood, and the Magistrate's Report thereon; date March 1860 - 195

No. 20.—Papers connected with the Notification of 14th March 1860, and the Law for the Summary Enforcement of Indigo Contracts - - - - - - - - 196

No. 21.—Letter from Central Committee of Indigo Planters' Association regarding Mr. Eden's appointment to an Indigo District, with the Reply thereto - - - - - 218

No. 22.—Petition of Ryots complaining of Mr. Meses, an Indigo Planter, and Mr. Skinner, Joint Magistrate of Jessore, and Correspondence thereupon - - - - 219

No. 23.—Complaint by Mr. John White, Indigo Planter, against Mr. L. S. Hutchinson, Moonsiff of Hanskallee - - - - - - - - - - - - 223

No. 24.—Proceedings connected with the excitement on the Indigo Question in the Nuddea Division - - - - - - - - - - - - - - - 224

No. 25.—Proceedings connected with the excitement on the Indigo Question in the Rajshahye Division - - - - - - - - - - - - - - 272

No. 26.—Correspondence relative to a Perwannah issued by Baboo Hemchunder Kur, Deputy Magistrate of Kalarooah, to which the Indigo excitement had been by some attributed - - - - - - - - - - - - - - 315

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— I. —

PAPERS RELATING TO INDIGO CULTIVATION IN BENGAL.

(Preliminary to the Appointment of the Commission.)

SELECTIONS from the CORRESPONDENCE connected with INDIGO CULTIVATION, on record in the Office of the Secretary to the Government of Bengal, from April 1854 to the 1st of May 1860.

— No. 1. —

From *A. Sconce*, Esq., Judge of Nuddea, to the Secretary to the Government of Bengal; dated Kisnaghur, 20 April 1854.

My dear Beadon,

I AM more sure that some such statement as that I now enclose should be submitted for the consideration of Government, than of the proper manner of doing it. I profess merely to put on paper the outspoken complaints which people here make against the system generally, but not, as they allow, universally practised in the cultivation of indigo; and I would beg you to do me the favour of laying the paper before the Governor General.

I write, of course, not knowing whether or no the same matter has not been already pressed upon the attention of Government, perhaps I should say, not knowing but that Government has reason to decline the immediate discussion of it. My own idea, however, is that it is no longer enough to measure the advantages of European capital and energy by the value of our exports of indigo; the effects of the system upon the people should also be considered; and I should wish to be satisfied that, in connexion with the cultivation and manufacture of indigo, the people labour under none of those evils which, by a kind of social misadventure, formerly prevailed, nay, which men may regret, but are perfectly free to allow, do still prevail in England.

If the suggestion which I make, of a commission of inquiry, should be listened to at all, I should like to add that it seems to me, for the purpose, should be associated with the Revenue Commissioner an English and a native gentleman not in the public service.

NOTE.

I feel that I ought not to hesitate to put on record the remarkable statements regarding the indigo system of this district that have been made to me by natives of respectability and intelligence, and in a position to be informed of the facts which they narrate, and which, if misinformed, they themselves assuredly believe. My connexion with indigo districts is too recent to permit me to state the circumstances I am about to describe as having fallen within my own knowledge. Indeed, I have known for years, through casual communication with the people, that a native landholder would shrink from the approach of indigo cultivation as they do from fire in the dry prairies of America; and otherwise, the violent outrages that from time to time spring from the sowing of indigo indicate an unwillingness on the part of ryots to place their lands at the service of the planter; but excepting these occasional and very general sources of observation, I have personally no knowledge of the complicated relationship subsisting between

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indigo planters as landlords, as cultivators, or as manufacturers, and the ryots as tenants or labourers, or producers and sellers of produce; and though the recommendation which it is the main purpose of this paper to submit, be manifestly grounded chiefly on my own ignorance of the subject, it is so plain to me that the strong sentiments and warm feelings of the people, or, at all events, of that portion of the people with whom I have communicated, are not sufficiently known, have not been sufficiently investigated and discussed, and, at all events, to their apprehension have not been sufficiently refuted, that I presume to suggest that the complaints made should be authoritatively sifted.

When seeking information on this subject, one simple question seemed to me to lie at the bottom of the whole matter, namely, the willingness or unwillingness of the ryots to co-operate in the cultivation of indigo. Willingness would betoken contentment and profitable industry; unwillingness might express constraint, bankruptcy, undeliverable bonds. I have asked, therefore, simply whether the cultivation of indigo was acceptable to the people; and the answer given to me, interrupted more than once by the declaration that tongue must fail fully to describe the various forms in which misused power was exercised, was a long narrative of what appeared to be, to the speakers, remediless injustice.

I cannot sufficiently guard against the possible inference that I advance any statement of my own knowledge; I write what perfectly credible and perfectly respectable people have told me; and what I am persuaded they themselves believe. No one, I may add, who has had long intercourse with the natives can have failed to notice the credulity and weakness of judgment which, in some respects, and particularly in whatever relates to their position towards Europeans, imperfect education, narrow experience, and the timidity of their national character, tend to engender; but, allowing for this source of error, there is, I think, in their statements a substratum of understood grievances which cannot, unlistened to, be cast aside.

The general impression conveyed to me regarding the indigo system is, that it is sustained throughout by compulsion, and by the advantages gained by arbitrary and unrighteous dealing.

It is said that the ryots are driven by force or fear to undertake the cultivation of indigo; that they are not allowed to cultivate other crops till they have sown indigo, first, it may be, on the planter's *nijjote* land, next on the ryots' own lands; that done, the ryots' labour and cattle being limited, it is too late to go on with other crops.

It is said that ryots are not at liberty to devote what lands they choose to the cultivation of indigo, but their best land, this field or that, as the planter may point out.

It is said that, in contracting engagements for land, planters require large and unusual measure, two and a half beegahs of the common beegah to make one beegah.

It is said to be notorious that a ryot gains little, if at all, by the advance of two rupees a beegah made to him by the planter; he has to pay it away to the factory amlah.

It is said that in delivering his produce the ryot is compelled to deliver two bundles for one; two bundles are taken from him at the market price of one bundle. This is said to be done by tying the leafy heads of two (or more) bundles together, and making one factory bundle.

It is said that the work of the factory is carried on by the inadequately requited services of labourers, boatmen, and hackery drivers; by the extortionate cesses which planters levy from their tenants; by the compulsory loans which mahajuns are obliged to make for the purpose of liquidating ryots' balances.

Ryots, it has been said to me, have nothing, and can have nothing; they are working cattle merely, not men reconciled to labour by their gains.

I find it difficult to obtain anything like an exact conception of the forms in which the force or compulsion alleged to be used towards the ryots is exerted; it is said that cattle are not allowed to graze; that they are carried off altogether, perhaps plundered, perhaps drowned; that crops are wantonly destroyed; that houses are harried and burnt. Complain, say they; how often would you have the poor man and the weak man to complain? It is better to bear than to complain.

It will be understood that I do not adopt these statements; they are deplorable; but the utmost I am entitled to say is, that it is deplorable, not that they are

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are true, but that they should be believed to be true; and it is to this belief that I think measures of inquiry and redress are due.

Should a commission of inquiry be instituted, these points would specially be attended to:—

1. The whole conditions of a ryot's engagement, as a tenant, to cultivate indigo; embracing the nature of his rent in money or in crop; the rate of his rent; the rate of advances, and extent to which advances are made; the size of the beegah compared with the beegah of rice land; the period of the engagement, and terms and manner of delivering the indigo.

2. The indigo being ripe for delivery, does the planter account for it at the full bazaar price? Under what condition is indigo seed taken and accounted for?

3. Ordinarily, what provision is made for the termination of a ryot's engagements? is any period specified? Has the provision of Section V., Regulation V. of 1830, been taken advantage of? In practice, by any, is an engagement considered interminable?

4. Season failing, on whom does the risk rest? Is the ryot accountable for advances only; or for the entire money rent of the year; or for the value of an estimated but ungrown crop of indigo; or for both rent and advances?

5. What proportion does the advance bear to the whole rent; or if the rent be estimated in kind, what is the proportion of the advance to the value of the crop? In delivering the produce, at what rate is the portion not advanced upon credited to the ryot?

6. Practically, in this factory and in that, to what extent are balances scored up against ryots; ordinarily what adjustments are effected; how long is adjustment deferred?

7. Practically, what is the comparative position of ryots who grow indigo, and of ryots who grow other crops but not indigo? Is indigo more liable to fail than other crops; if so, do the superior returns per begah from indigo remunerate the ryot for his greater losses? Ordinarily, are indigo ryots above the world?

8. At what rate, under what conditions, is the labour of various descriptions required by the planter remunerated; for tilling the private lands of the factory; for gathering the crops; for manufacturing the indigo, and for transporting it? Is a lost crop worked out in labour? If worked out how is account taken?

9. In farms and talooks attached to indigo factories, what is the condition of the sub-tenants as such.

These queries may seem mainly to refer to the conditions of the native ryot; but they necessarily embrace the co-relative rights and interests of the planter. A factory worked for 20 years or for half a century, must necessarily be invested with some sort of rights; to ascertain, to define and to preserve these rights could not but be advantageous, and is certainly due to the indigo planter: and possibly even a planter should be expected to admit, that in the system into which he was necessarily adopted, investigation may disclose involuntary defects which he himself would be most unwilling to perpetuate.

Kishnaghur, 20 April 1854. *A. Sconce.*

MINUTE by the Lieutenant Governor of Bengal; dated 5 June 1854.

Mr. Sconce on the relations between indigo planters and their ryots.

THIS paper, with the letter to Mr. Beadon which accompanied it, was handed to me by Mr. Beadon. It reached Mr. Beadon apparently too late to be submitted to Lord Dalhousie; and I have hitherto been too much occupied to give it proper attention.

It professes to give a succinct account on the evidence of many natives of the zillah of Nuddea, some of them said to be credible and trustworthy persons, of the oppressions practised on their ryots by the indigo planters of the district; and assuredly the statement is a most grievous one.

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Greatly compressed, the charges against the planters are to the effect that their whole system is one of compulsion and arbitrary and unrighteous dealing; that the ryots are made by force to cultivate indigo, and not allowed to cultivate anything else till they have sown indigo: that they are not allowed to choose the land but must give up to indigo any of their fields which the planter may select: that every planter takes two-and-a-half beegahs from a ryot as one beegah; and, not content with that, takes always from every ryot two bundles of indigo plant for one: while the money paid for the land in advance is of no use to the ryot, as he is obliged immediately he gets it to pay it all back again to the factory amlah: that all the servants and labourers of planters, boatmen, hackery drivers and all, are forced to work for inadequate wages, while inordinate cesses are levied from ryots, and mahajuns are constrained to make compulsory loans to the ryots, for the purpose of paying the ryots balances to the factory: that the ryots have, and can have, nothing for their labour and land, but are treated as mere working cattle: that their crops are wantonly destroyed by the planters, their houses harried and burnt, their cattle carried off as plunder or drowned, and that "it is better to bear than to complain."

Upon these statements which, though condensed, I have stated in Mr. Sconce's own words Mr. Sconce recommends the appointment of commissioners to inquire into the relations of planters and ryots, and to see if these and many other similar things be true.

I wish that Mr. Sconce, before founding such a recommendation on the statements of the natives, had remembered that there were two parties to the quarrel, and therefore two versions of the statement. I wish that he had asked some of the many respectable planters of his district, to which he has been newly appointed, and which is apparently the first indigo district in which he has served, what they had to say to these astounding stories of their violence and cruelty. Had he done so, or had he even inquired in the magistrates or in his own office whether it was true that the ryots found it useless to complain, and therefore never sought redress, I cannot help thinking that he might have considerably modified the present statement and the present recommendation.

For, granting that the whole of these obviously exaggerated stories were true, or supposing that a commission instituted, as Mr. Sconce would recommend, were to find that these oppressions really were of constant or frequent occurrence, what would follow? not that indigo planting was inherently vicious, and proper to be put down by legislative enactment, but simply this, that in the zillah of Nuddea the laws were inefficient, and the tribunals of no avail; that the strong might oppress the weak with perfect impunity; that crime met with no punishment, and injustice went always unredressed.

But if things really were so, if the strong and the violent and the unscrupulous could in Nuddea work their will with impunity, does Mr. Sconce suppose that there would be no oppressors but English planters? that no violence would be heard of but such as they perpetrated? that there would be nothing to tell of the hardness of mahajuns, or the severity of zemindars.

Or is it to be supposed that the tribunals would be found to be vigilant and impartial towards all but English oppressors, and that none but planters could commit violence under their jurisdiction?

Yet one of these conditions is what must have seemed to Mr. Sconce probable. He heard nothing of any tyranny but planters' tyranny, and he has not alluded to any other kind of oppression. Had he supposed there was any such, he would surely have included it in his proposed inquiry. He must certainly have supposed either that in a general dissolution of law and justice none were found to turn the anarchy to account but tyrannous planters; or else that law and justice were in so singular a condition in Nuddea that they dealt only with wicked natives, and allowed oppressive planters to commit all sorts of mischief with impunity.

Whatever be the view which Mr. Sconce may have taken of the case, it is quite certain that no commission need be appointed.

Supposing the stories told to Mr. Sconce to have been thoroughly sifted and tested, and the replies of the opposite parties to have been allowed due weight, it might probably have been found that in Nuddea, as elsewhere, the laws and the manner of their administration, though greatly improved in the course of years, were not yet in so satisfactory a condition as that redress was at all times readily and easily afforded to the poor, nor even always to the rich. It might have been found that this imperfection was partly due to the character of the people, and therefore

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therefore only to be remedied by the slow advance of knowledge and civilisation, and partly to errors of law and system, some of which perhaps are in course of alteration and amendment, and some only await the advice and suggestions of observant and experienced men having the necessary acquaintance with facts. Mr. Sconce, in his position as head of the whole civil and criminal judicatures of the zillah of Nuddea, would have perceived that he had the power and the duty committed to him of remedying such imperfections of the system under his control as might be found to arise from mal-administration of existing institutions, while he had ample opportunity to observe such defects as might be ascribable to the institutions themselves, and could never perform a more acceptable service to the people or to the Government than in suggesting improvements founded upon his actual knowledge and experience.

I would carefully and courteously communicate the substance of these remarks to Mr. Sconce in reply to his paper of observations. I would tell him that the Government hoped for valuable assistance from his mature suggestions, but I would at the same time recommend to him to bring to the test of experience all general statements which might come to his hearing, for which he would have ample opportunity in the daily exercise of his important judicial functions.

From *W. Grey*, Esq., Secretary to the Government of Bengal, to *A. Sconce*, Esq., Judge of Nuddea (No. 1352); dated 9 June 1854.

Sir,

Your demi-official letter of the 24th April last, with the official paper to which it gave cover, has been perused by the Lieutenant Governor with attention.

2. You give, upon the authority of certain natives, a statement of great violence and oppression generally practised by indigo planters in your district upon their ryots and dependents, and you recommend the Government to appoint a special commission of inquiry to investigate the subject.

3. The Lieutenant Governor observes that you had barely been three months in the district when you made this recommendation, and that you do not appear to have tested the probability of the statements made to you by any examination of the records of the courts subject to your control, by any intercourse with the planters of the district, or by any inquiry among the intelligent and experienced public functionaries, at the head of the various departments, resident at the station.

4. The Lieutenant Governor cannot doubt that you either have resorted to such obvious means of ascertaining the probability of these most serious general allegations since the date of your letter, or that you certainly will do so shortly. He thinks also that in the course of the daily administration of justice in your court you must have had, and will still further have, opportunities of satisfying your mind whether law and justice are indeed so utterly and shamefully relaxed and inefficient in the zillah of Nuddea as they must be if only a part of these enormous allegations be well founded.

5. He is of opinion, therefore, that it will be proper to defer any further notice of your letter than this acknowledgment, and to await such other communication as you may think it your duty to make after having taken the best advantage of larger opportunity of knowledge.

— No. 2. —

From *W. F. Fergusson*, Esq., to *W. Grey*, Esq., Secretary to the Government of Bengal; dated 9 May 1854.

Sir,

I request you will submit to his Honor the Lieutenant Governor of Bengal the accompanying letter of Mr. Henry Mackenzie, with myself the proprietor of the Jingergatcha indigo concern, near the station of Jessore, which he addressed

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to Mr. J. Dunbar, lately specially deputed to that district, but which Mr. Dunbar returned, stating that his mission had terminated and that he could not take up the case.

A similar representation to the Commissioner of the district has been attended with no effect, beyond a call for explanation from the Deputy Magistrate himself, and in the mean time our property is being ruined.

The simple facts of the case are, that Abdool Luteef, lately appointed Deputy Magistrate at Kalarooah, has set his face against indigo planting; that the knowledge of this has encouraged the ryots in his jurisdiction to break their engagements and to refuse to sow; and that consequently about one-eighth of the property of the Jingergatcha concern is destroyed.

It is not necessary for me to point out to his Honor the Governor of Bengal how ready natives are to break through their contracts, whether to sow indigo, rice, or anything, nor how small encouragement from any one in authority will induce them to do so, and also how difficult it is to prove that such encouragement has been given.

The result, however, is certain and positive loss to the proprietors of the concern, and it would be better for us that the Magistrate were corrupt than that he should be prejudiced, as Abdool Luteef's actions show that he is against us and other planters.

I refer to the records of the courts, to Mr. Dunbar, to any one connected with the districts of Jessore and Kishnaghur, for evidence of Mr. Henry Mackenzie's character for probity and fair dealing with the ryots. Sowing, as the concern does, in upwards of 90 villages close to the station of Jessore (for Jingergatcha is only eight miles from it), there has not been a single complaint against him; but no sooner does Abdool Luteef obtain power than the ryots in the whole of that part of the country refuse to sow and to fulfil their engagements.

All that I ask is, that any of the new complaints against Mr. Mackenzie be investigated by any other magistrate or authority; but I beg that it may be done speedily, for the season for sowing is fast passing away, and delay will be loss.

I believe that on investigation it will be found, that neither in character nor in conduct is Abdool Luteef fit to be entrusted with the powers of a magistrate.

From *H. Mackenzie*, Esq., to *J. Dunbar*, Esq.; dated 24 April 1854.

Sir,

When you were in Jessore upon the commission of inquiry to which you were deputed by Government, you had the kindness one day to ask Mr. Maclagan and self, what was the bearing of the authorities, European and native, towards planters having business in their courts. Our answer was, that we met with every proper courtesy from the European functionaries, but that I had to complain of the insolent bearing towards myself and others of the Principal Sudeer Ameen; you were then kind enough to say that you would speak to him, and that it should not happen again; and I have since learned from Messrs. DeVerinne and Savi, who had business in his court some days ago, that your advice to him has had the happiest effect.

Though your mission of inquiry is now over, yet as the subject I am about to bring to your notice should, I believe, have formed part of that inquiry, but for the subdivision of Kalarooah being so much out of the way, I think I am not wrong in addressing myself to you, as, if you cannot interfere, you can at least bring to the notice of Mr. Halliday the grievances of which I have to complain. The first is, the uncourteous and threatening style in which I am addressed by the Deputy Magistrate of Kalarooah; one* of whose perwannahs I now enclose, and

* Perwannah of the Deputy Magistrate of Kalarooah, to (Sree) Henry Mackenzie, of the Puchapora Factory:

Ahadoolla Mundle, Golapdee Mundle, Janker Mundle, Totagazee and Akbur Duffadar, of Mouzah Koolay, appeared in this court, and presented a petition to the effect that your (*tomar*) Ameen, Kalashee and Dewan, accompanied by Lattials, had been constantly moving about the village, with a view to mark forcibly the paddy lands of the plaintiffs for the cultivation of indigo, to arrest and make advances to them, and in the event of their refusing to take advances, to plunder

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and as a contrast to it, I send the accompanying one * from Mr. Toogood, which will show the difference between the courteous style of the gentleman and the intended want of courtesy of the native. The perwannahs were issued, and the threats held out, without any inquiry into the merits of the complaints, and without one single proof of oppression on my part. There are two.

To show the leaning of the deputy magistrate, I may mention that some time ago, on receiving notice from my neighbour, Mr. Larmour, that a number of my villagers were conspiring together with the view not to sow indigo, I addressed an English letter to the deputy, enclosing Mr. Larmour's, pointing out proofs of the same parties having last year been leagued together to destroy my indigo (acknowledged in the *razeenamah* of Nobin Ghose, one of the ringleaders), and that their intention this year was, to get up false cases, to prevent me from measuring some putnee villages I had purchased last year. My letter was treated with silent contempt; not so the false petitions of which I had warned him, and upon which he issued the unbecoming and threatening perwannahs of which the one enclosed is a specimen.

I am told that this man's prejudice towards indigo planters arises out of the following circumstances:—It seems that many years ago his family held an indigo advance of 17 cottahs of land from the Meergunge concern, and one season they were made to sow three beegahs, hence his mania and constant expression (not very becoming upon the bench), *Neetker Sahib-ka joolum ham koob janta*. This unfortunate expression of his before crowded courts has encouraged some ryots who never did before and never would have thought of complaining; and is made a handle of by zemindars, their omla, gattidars, and those hangers on and mischief-makers about all villages, holders of rent-free tenures, who hate indigo because it interferes with their monopoly of the ryots' crops, under the name of *Bag Burger*. To show that the ryot himself is not alone to blame for the trouble given in not fulfilling his contract, I may mention two cases that will show from whence proceeds, in most cases, the objection to sow indigo. Some days ago, after a heavy shower, I sent my dewan to the Naib of Ooneschunder Paul Chowdry to ask him to allow those ryots that were willing to sow their lands; his answer was, "I cannot until I hear from my mooneed to withdraw the order not to sow." This is to force me into taking an ijara, giving for it a loan of 2 or 3,000; another who has stopped my sowings in three villages is a vakeel in the Kishnaghur court. He wants me to take off his hands a *dhur ijara* on the following terms:—to give one anna on each rupee of the jamma, to pay cash for the balance of rents, loans and paddy the ryots owe him, and to pay the amount, with expenses of a suit in court, which was decreed in my favour, equal to 400 in all. He wants me to give him 3,000 to allow me to sow 100 beegahs of indigo; that I advanced to the ryots, for here is part of the secret of the ryots refusing to sow; and so long as those who instigate them to go and make false complaints are not made amenable to punishment, so long will the ryot be made a tool of by bad men; more especially, if

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plunder their houses, to assault and murder them. You (*tomakay*) are therefore hereby forbidden, and are directed to prevent your men and the Lattials, from practising oppressions on the plaintiffs. You will also see that when the plaintiffs cultivate their respective lands, your men throw no obstacles in their way. If you (*tomar*) have any claims to prefer on account of advances for indigo, you are at liberty to sue in the civil courts. Should you disobey this order, and not abstain from practising oppressions, you (*tomakay*) will be held seriously responsible (*sungeen jawabdahee*). Dated the 27th March 1854.

The Nazir should hand over this perwannah to Gooroodass-Chuckerbutty, the mookhtar of the above Saheb.

* Perwannah of the Fouzdarry Court of Zillah Jessore at Katchandpore, to Mr. (*Sreejoot*) Henry Mackenzie, of Jingergatcha.

Case.—Plunder of cows and assault, &c.

This day the case having been brought up, it appears that the defendants have not attended the court, though repeatedly called upon to do so. As the defendants are your (*apunkar*) servants, you (*apunee*) are directed to make them appear (*hazir kurrya diben*) at the court within two days. Dated 29th December 1853.

Perwannah of the Fouzdarry Court of Zillah Jessore to Mr. (*Sreejoot*) Mackenzie, Proprietor of the Bazar at Jingergatcha.

It appears from the report of Thannah Sajahalij that there are no Government chowkeedars at the above Bazar since its establishment; only two chowkeedars appointed by you (*apunar*) guard and protect it, but they have not got with them badges, and their names are not entered in the register book. You (*apunakay*) are therefore directed to appoint chowkeedars at the said Bazar, according to the existing law. Dated 27th February 1854.

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if encouraged, as he is by officials of the same bias as the deputy magistrate of Kalarooah. I may mention that until this deputy magistrate came to this sub-division, there was not any complaint for forcibly sowing indigo; and though I have indigo advances in 90 villages within the Jessore jurisdiction, not one complaint on this head has been made against me in three years.

To show how much the deputy magistrate's known bias is likely to injure myself and my neighbour, Mr. Larmour, I may mention that a number of his and 12 of my villages got up false complaints and refused to sow; the magistrate, without putting them upon oath, gave them chupprassies to stop our people from going into the villages. Of the 12 villages in my line, seven have since sown their lands: so much for the consistency of the ryots' complaint, and the way in which they play upon this deputy magistrate's prejudice. Since I became a proprietor I have avoided all coercion, trusting that Government, sooner or later, would see the necessity of making some stringent laws that will punish not only the ryot himself for breach of his contract, but which also reach the men who instigate him to do wrong. An equally stringent law is also required to punish those who wilfully, or through carelessness, destroy indigo crops. At present, not any two magistrates agree as to what is to be done with cattle trespassing, and to tell the planter to go and sue the ryots in the civil court for breach of contract and destruction of indigo plant, as this deputy does, is worse than a farce. The result would be, after a long time and much money spent, the planter might get a decree upon a poor wretch, who would prove that all his worldly goods was the dirty dhootie upon his body. If Government would give the planters the protection they are entitled to, and some security for the immense sums of money put into circulation by them, there would be less cause of complaint against planters for upholding their own rights. We do not ask for anything so stringent as the punishments Government found it necessary to put in force to protect their own monopolies in times long passed.

Trusting that you will excuse the liberty that justice to myself and those whose money I am speculating with, forces me to, in bringing to your notice the loss I am likely to suffer, nearly 1,000 beegahs, equal to 9,000 cash, from this servant of the Government.

P.S.—I have underlined the objectionable expressions in the deputy magistrate's perwannah and their contrast in Mr. Toogood's.

At the same time I enclose copy* of extract from a letter of my mooktear at Kalarooah, which I pledge my honour he addressed to me without any suspicion of its being made use of hereafter.

From *W. Grey*, Esq., Secretary to the Government of Bengal, to *A. C. Bidwell*, Esq., Commissioner of the Nuddea Division (No. 1075), dated the 12th May 1854.

Sir,

† Dated 9th May 1854.

I AM desired to send you in original a letter† received from Mr. W. F. Fergusson, a merchant of Calcutta, together with its enclosures, being a communication recently addressed to Mr. Dunbar, by Mr. H. Mackenzie, an indigo planter in the district of Jessore, and certain Bengallee documents referred to in that communication.

The Lieutenant Governor is desirous that you should make inquiries, without delay, in regard to the statement made by Mr. Mackenzie, and report to Government

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* Extract paragraph 1 of a letter dated 24th Chyte 1260, from Gooroodoss Chuckerbutty and Hurrybole Roodur, Mookhtars at Kalarooah.

"You may have received the information regarding our affairs in the court here, which was communicated in a previous letter. It appears that the officer in charge of this sub-division is earnestly engaged in keeping the indigo factories under control, and protecting the ryots. As soon as the ryots present petitions, strict orders are passed prohibiting the sowing of indigo. When petitions are presented on behalf of the planters, the above officer passes orders to the effect that they will not be allowed to make the indigo cultivation without the consent of the ryots, and that if they have any claims to prefer, they are at liberty to sue under Act IV. of 1840. Several similar petitions are presented relating to the Molatee concern. If such orders are passed by the hakim, we are helpless."

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ment on the subject. Mr. Dunbar has, you will observe, in the accompanying extract from his recent Report upon Jessore, given a favourable account of Mr. Mackenzie as a planter, and on that consideration, as well as on account of the apparently unusual and objectionable nature of the deputy magistrate's perwannah forwarded by Mr. Mackenzie, the Lieutenant Governor thinks it right to request that the case should receive prompt and careful attention. Paragraphs 15 and 16.

The return of the enclosures is requested, with your reply.

EXTRACT from a Report from Mr. *J. Dunbar* on the District of Jessore, dated the 1st March 1854.

PARAGRAPH 15. From the native zemindars I turn to the European planters and landholders, and it is very satisfactory to me to feel that, in doing so, I shall be able to mention some, at least, who take an interest in the welfare of those with whom they have to do, in one or both of these capacities. Mr. R. Savi, of Nowhatta; Mr. Kenny, of Salkamoodee; Mr. Mears, agent of Mr. Maclagan, at Sindoree; and Mr. Rainy, of Coolnah, are the planters of whose generally oppressive conduct the loudest and most frequent complaints were made to me. The three first named are all, more or less, embroiled in quarrels with Ramrutton Roy. These complaints must not, therefore, be received unquestioned as sure evidence of the grievances alleged; yet it would be absurd to suppose that there are not among so large a body as the planters of Jessore, men who are keen-sighted enough where their own interests are concerned, yet, perhaps, wilfully blind to every claim of right and humanity, which may appear to them to be opposed to those interests. The individuals just named have all a stake in the land itself, being either putneedars or izaradars, so that, as I have had occasion to remark before, it is not probable that they would intentionally carry their exactions too far; but I can well understand that, without going to extremes, they may yet make themselves very unpopular with their tenantry by always insisting on having their best lands for the growth of indigo, and allowing less than a fairly remunerative price for the plant when cut and brought home. Planters who are liberal in their dealings with their ryots allow a rupee for four bundles, every bundle measuring six feet in girth, and those who are hard and grasping exact five or six. In regard to Mr. Rainy, of Coolnah, I am sorry to say that of his severity and oppression I could have no room to doubt. Under the impression that the lands would yield him a better return if planted with indigo, he had pressed the inhabitants of one very populous village near his factory so hard that they had at last abandoned it. He discovered his error in time, and I believe he has the good sense to own it; and I am told he is now endeavouring to conciliate his people by milder measures; but he is generally looked upon in the southern parts of the district as a hard and unfeeling landlord.

16. Mr. De Verinne, of Coragoolah; Mr. Brae, of Bahookally; Mr. Kearns, of Hazrapore; Mr. Gow Smith, of Ramnugger; the Messrs. Macnair, of Joradah; and Mr. Mackenzie, of Jingergatcha, are all well spoken of. Their ryots are generally as well contented under them as the system of indigo cultivation will allow them to be. In working for their own bread, and with the just and honourable purpose of making money enough to enable them eventually to retire to their own country, they do not overlook the claims and the interests of the many poor creatures around them, whose happiness and comfort are so greatly dependant on their own liberal and upright conduct.

From *W. Grey*, Esq., Secretary to the Government of Bengal to *W. F. Fergusson*, Esq., Merchant of Calcutta (No. 1024), dated the 12th May, 1854.

Sir,

I AM desired by the Lieutenant Governor of Bengal to acknowledge the receipt of your letter, dated the 9th instant, with enclosures, and in reply, to inform you that the Commissioner of the division has been instructed to make an immediate

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and careful inquiry in regard to the statements made by Mr. Mackenzie, of Jingergatcha, respecting the conduct of the deputy magistrate of Kalarooah. The several enclosures of your letter have been forwarded to the Commissioner for that purpose.

From *A. C. Bidwell*, Esq., Commissioner of the Nuddea Division to the Secretary to the Government of Bengal (No. 51), dated the 7th June 1854.

Sir,

I HAVE the honour to acknowledge the receipt of your letter, No. 1075, dated the 12th ultimo, enclosing an original letter from Mr. Fergusson, a merchant in Calcutta, and requesting that I will make inquiries without delay in regard to the statements contained in that letter, and report the result to Government.

2. I lost no time in forwarding the letters to the magistrate of Nuddea, in whose district the villages referred to are situate. I had previously forwarded for inquiry certain complaints of the same character brought against the deputy magistrate by Mr. Larmour, the manager of the affairs of the Bengal Indigo Company, and both the magistrate of Nuddea and the joint magistrate of Baraset have looked carefully into the cases adverted to by the complainants as containing evidence of the partiality and unfair dealing of the deputy magistrate, and reported to me on the subject.

3. The only one on which I am called upon to report is Mr. Mackenzie's. I have placed below his allegation side by side with abstract of the deputy magistrate's reply.

Mr. Mackenzie states that he has had the management of the Jingergatcha concern for the last four years, and until Abdool Luteef came to this part of the country there was never a complaint against him for forcibly sowing indigo, either in this district or Jessore. Since Abdool Luteef's coming a number of his ryots, presuming on the deputy magistrate's supposed favour towards them, have refused to sow. He had, he states, at this present moment, although there have been most favourable rains for sowing, 1,000 begahs of land and upwards unsown.

4. The deputy magistrate replies that, without questioning the correctness of Mr. Mackenzie's statement that no complaints were previously lodged against him, of the truth of which he has no means of judging, he cannot admit the fact as proof that the present complaints are unfounded. His court was located at Kalarooah for the purpose of affording protection to all parties subjected to oppression, who, before the existence of his court, might be obliged to bear their wrongs in silence, rather than resort to courts situate at so great a distance as the sudder courts of Jessore, Nuddea and Baraset. He defies Mr. Mackenzie to produce any proof of undue favour towards the ryots, and it is no fault of his if Mr. Mackenzie has 1,000 beegahs of land unsown.

Mr. Mackenzie next complains of the style of Abdool Luteef's perwannahs. He is addressed by him in an uncourteous style, and the ryots knowing the contempt in which he is held by this man, take advantage of it and refuse to sow. These perwannahs are issued on the bare statement of ryots, taken without oath, and without any inquiry being held on the subject; moreover, without any proof of oppression on his (Mr. Mackenzie's) part, the deputy magistrate grants chupprassies to the ryots under the

5. The deputy magistrate states in reply, that he addresses Messrs. Mackenzie and other gentlemen in the style which, as far as he has been able to ascertain, prevails in all other courts. He considers that it is not the deputy magistrate that is speaking in the perwannah, but the Government of the country through their courts of justice, and that it would be improper if the court addressed these gentlemen on equal terms (which is apparently what they wish), or made any difference in the style of address

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the plea of protecting them, and the consequence is that his own factory people are afraid to go into his own putnee and ijara villages.

address to rich or poor. He then refers to several perwannahs addressed to both indigo factories and zemindars by the magistrate of Nuddea, in which he says the style of address is exactly similar to that adopted by him.

6. The deputy magistrate then takes occasion to notice the disrespectful manner in which the gentlemen complaining have mentioned his name, and alluded to him throughout their letters.

7. With regard to the issue of the perwannahs complained of, he has only followed the practice of the courts. That when petitions are presented for protection against apprehended violence or oppression, it has never to his knowledge been the practice to require proof, but to issue a perwannah warning the party complained of against the apprehended violence or illegality. To show that he did not adopt this system hastily, he mentions that shortly after he was appointed to the sub-division, some ryots petitioned for two burkundauzes to be stationed in their village, to protect them from Mr. Mackenzie's people, who were about to plunder their village, out of revenge for not sowing indigo. Being at the time inexperienced, he applied for advice to Mr. Montresor, the magistrate of the district, who wrote in reply: "By all means send two burkundauzes to prevent Mr. Mackenzie's people bullying the ryots:" and he submits that this shows that whatever Mr. Dunbar may have heard of Mr. Mackenzie's character, Mr. Montresor was not altogether of the same opinion, or he would not have sanctioned his sending burkundauzes to protect the ryots against his people, upon the mere petition of the former, and without requiring any proof; and that whenever application was made on Mr. Mackenzie's part for protection against ryots bent upon offering personal violence, similar orders have been issued by him.

The last year a man of the name of Nobin Chunder Ghose, in combination with others, brought a false complaint against him and his servants. Finding that he would be unable to prove the case, he wrote to him (Mr. Mackenzie), saying, that if he would protect him from the other ryots, he was willing to compromise the matter. He agreed, and the case was accordingly compromised: this year the same man put in petitions that he, Mr. Mackenzie, wished to sow their lands forcibly. The deputy magistrate, without taking their statements on oath, granted them chuppassies to protect them from his alleged tyranny. These very ryots have now sown their indigo, and no notice has been taken of the false complaint made by them both this year and last.

8. In this case the deputy magistrate has not the *nuthee* to refer to, but he rests his defence on Mr. Mackenzie's own version of it. "In my opinion it does not appear that, because a man thought proper to withdraw his complaint, he should be punished for false complaint. Moreover, no attempt was made by Mr. Mackenzie to prove that the plaint was a false one." In explanation of his proceedings this year, he states that it not being known to him that the man had complained falsely against Mr. Mackenzie, and no objection being made by Mr. Mackenzie's mookhtar at the time, he saw no impropriety in ordering his police to protect the petitioner from oppression. That notice of what he had done was communicated to the magistrate of the district, who made no remark upon it. That Mr. Mackenzie himself never alleged to him that the complaint was a false one.

That when his (Mr. Mackenzie's) ryots first leagued together this year not to sow indigo for him, he wrote to the deputy magistrate telling him of the circumstance, and warning him against the men who were conspiring against him; that the deputy magistrate took no notice whatever of his letter; but when these very men, against whom he had warned him, came and presented petitions complaining of oppression on his part, he, without inquiry into the matter,

9. In reply to this, the deputy magistrate states that he received no letter from Mr. Mackenzie before the presentation of the petition of complaint against him. That his orders were passed on the petition on the 27th of March, and on the 1st of April Mr. Mackenzie's mookhtar delivered the letter, which, however, was dated the 25th March, at Jingergatcha, a place only 24 miles distant; that he cannot explain the delay, but had no cognizance of the letter

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or taking their statements on oath, issued perwannahs to him (Mr. Mackenzie) threatening to send for him and take a *mochulka*.

until three days after the passing of the orders complained of. That, moreover, the names of the parties presenting the petition are not those given in Mr. Mackenzie's letter; that he took no further notice of the letter than to file it, because it contained no specific complaint against any body, and was not on stamped paper.

10. I think that, on the whole, the deputy magistrate has fairly answered all the allegations brought against him by Mr. Mackenzie. With regard to the style of address, there seems to have been a great difference of practice, and the deputy magistrate has proved that he did not intend to show any want of courtesy on the present occasion. To put an end to the diversity of practice now existing, and occasion of complaint arising therefrom, it would perhaps be well if the Sudder Court were requested to issue suitable instructions to all magistrates on the point in question.

11. With regard to the practice alleged against the deputy magistrate, of affording undue countenance to the ryots by issuing threatening perwannahs, and ordering burkundauzes to the village for the protection of the ryots, whenever a petition of apprehended violence is put in, I have somewhat more to say. The magistrate of Nuddea, his assistant, and the joint magistrate of Baraset, have all looked into the cases quoted against the deputy magistrate by the gentlemen who have complained, and all agree that he has unwittingly caused injustice to individuals by these orders. It is not to be denied that the ryots frequently require protection from the violence of indigo planters, determined that, cost what it may, indigo shall be sown in a certain village; but it is equally true that the ryot, after taking advances, and agreeing to cultivate indigo, is too ready to avail himself of any subterfuge, and defraud the planter of his advances. The deputy magistrate says that it has been ruled that, under such circumstances, the planter must have recourse to the civil courts, but there is no necessity for him to encourage the ryot in his fraudulent attempts to call upon the deputy magistrate to depute policemen to the spot in order to prevent violence, unless he really has reason to believe that violence will take place if he omits to do so. The assistant magistrate of Nuddea remarks as follows:

"4. It does not require much knowledge of the native character to know that if a ryot who has taken advances can find any way in which he can break his engagement with impunity, he will most assuredly take advantage of it, and this is what the ryots appear to have done in the case under review; for of course, when they knew that they had a burkundauz in the village to protect them, they would construe any attempt of the planter to get his indigo sown into an act of oppression; and from the fact of the deputy magistrate appointing a burkundauz to remain in their village whenever they asked him to do so, the ryots naturally supposed that he (the deputy magistrate) was siding with them against the planters. This is seen from the results, for not only have the ryots refused to sow, but in a great many instances they have broken up the indigo which they had sown.

"5. I am far from thinking that the deputy magistrate ever imagined that such would be the result of his orders; on the contrary, I think that all that he did was done with the best intentions; that he was not biassed against the planters, but that his great object was to prevent any breaches of the peace in his jurisdiction, and to protect the ryots from the planters, who he imagined were going to oppress them; but at the same time he seems to have lost sight of the fact, that the planters had as much right to protection as the ryots, and that his orders would have the effect of preventing those ryots sowing who were legally bound to do so."

12. Speaking of Mr. Larmour's complaints, the magistrate of Nuddea says:

"5. The orders of the deputy magistrate upon the petitions of the ryots are not so faultless. Without requiring the ryot to swear to the truth of his complaint, an order is recorded in which the oppression of the planter is assumed; and he is informed that if he does not desist from collecting armed men to coerce the ryots, he will be summoned in person for the purpose of being bound down to keep the peace.

"6. Burkundauzes

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"6. Burkundauzes are at the same time deputed, not to prevent either party from committing a breach of the peace, but to protect the ryot from the aggressions of the planter.

"7. The order of the deputy magistrate upon the report of the darogah of Kaguzpookeria, in a case of Mr. Larmour, appears injudicious. The darogah reported that Mr. Larmour had not collected an illegal assembly of armed men at Bagancharah. The deputy magistrate, if he doubted the truth of this statement, might have tested it in any way he thought desirable; but he should not, without proof, have recorded in an emphatic manner that the Darogah was not to be believed, and that he was colluding with Mr. Larmour.

"8. The style of the perwannahs addressed to the planters by the deputy magistrate is obviously objectionable, and his explanation is not satisfactory.

"9. I am inclined to believe that the deputy magistrate is not influenced by improper motives; that he is desirous to perform his duties in good faith, and to the best of his judgment; but he has shown a want of discretion which has led to consequences which must be deplored, and which cannot easily be remedied."

13. The joint magistrate of Baraset, who inquired into the cases which occurred in his jurisdiction, states:

"6. The deputy magistrate, in his explanation, states that he has only followed the usual course in giving the Peechlapole ryots the muddud burkundauz; that he knew nothing of the circumstances under which the petitions were presented, and that Mr. Larmour has suffered no loss from any orders passed by him. With regard to the petition of the Kooshadangah ryots, that he knew nothing of the advances made to them, nor the indigo having already been sown; and that Mr. Larmour's mookhtar brought nothing to that effect to his notice when the petition was presented. That he promptly despatched his mohurir, at the request of Mr. Larmour, to inquire into the fact of the indigo having been sown, but passed no order upon the mohurir's report, because he had not actually seen the indigo being ploughed up, nor obtained any evidence that such was the case. The deputy magistrate, however, admits that he was satisfied the indigo was being broken up, and he states that he verbally told Mr. Larmour's mookhtar to bring forward his proof.

"7. I do not believe for a moment that the deputy magistrate ever intended to encourage the ryots in not completing their engagements with the factory, although his orders have certainly had that effect, and the loss to the factory has been considerable; I am sorry to say, however, that I do not think he has acted judiciously in the matter. The greater number of those ryots are Feerazees, a very troublesome set of people, and he should have been very cautious how he dealt with them. The villages of Kooshadangah and Peechlapole are within three miles of his cutcherry, and he might easily have ascertained, either from personal inspection or from inquiry, the truth or otherwise of the complaint made by the ryots before granting the muddud burkundauzes. This was doubtless an error in judgment on his part, but when he became aware that these Feerazees were taking advantage of his orders, and were actually breaking up the indigo plant, he should at once have taken measures to undeceive them, and to prevent the destruction of the plant. In the latter part of the fourth paragraph of his explanation the deputy magistrate says—'and how could my order on the petition of the Peechlapole people, granting them a muddud burkundauz, which was actually passed on the 23d, have encouraged the Kooshadangah men to petition a day earlier, *i. e.*, on the 22d, is also a mystery to me.' This is not strictly correct, for the order to give the Peechlapole ryots the muddud burgundauz is dated the 21st April, although it was not actually given until the 23d idem."

14. It is clear from the above that the deputy magistrate has, in his desire to protect the ryot from oppression, and by resorting too readily to the practice of deputing police officers to protect ryots, without sufficient inquiry into the merits of the case, fallen into the error of overlooking the just claims of the other side.

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15. Abdool Luteef is however a very intelligent and conscientious public officer, and I have no doubt that the injustice which he has unintentionally caused in some of the cases now brought under review will be a warning to him to avoid similar errors in future.

16. The enclosures of your letter are herewith returned. I have not thought it necessary to trouble the Lieutenant Governor with the letters of the magistrates and deputy magistrates, but if required they shall be sent in without a moment's delay.

From *W. Grey*, Esq., Secretary to the Government of Bengal, to the Commissioner of the Nuddea Division (No. 1389), dated the 14th June 1854.

Sir,

I AM directed to acknowledge the receipt of your letter, dated the 7th instant, reporting the result of the inquiries which you were instructed to institute in my letter of the 12th ultimo.

2. The Lieutenant Governor desires me to say that he thinks the inquiry has been promptly, and at the same time carefully and impartially made, and that the acknowledgments of Government are due to the officers concerned in it.

3. The Lieutenant Governor is not disposed to differ from the conclusion at which you have arrived, as reported on the 14th and 15th paragraphs of your letter.

4. It is clear to his Honor, however, that without imputing to Moulvee Abdool Luteef anything worse than a great want of caution and judgment, a neglect of usual courtesy, and some appearance of prejudice, he has so conducted himself in a district largely devoted to the cultivation of indigo as to render it on the whole desirable that he should now be employed elsewhere.

5. The Lieutenant Governor proposes therefore to take the opportunity of Baboo Kissory Chand Mitter's appointment to the junior magistracy of Calcutta, to transfer Moulvie Abdool Luteef to the sub-division of Jehanabad.

From *W. Grey*, Esq., Secretary to the Government of Bengal, to *W. F. Fergusson*, Esq., (No. 1368), dated the 14th June 1854.

Sir,

Paras. 3 to 5. IN continuation of my letter dated the 12th ultimo, I am directed by the Lieutenant Governor to send you the accompanying extract of a communication made this day to the Commissioner of the Nuddea Division.

— No. 3. —

From *F. Gouldsbury*, Esq., Commissioner of the *Rajshahye* Division, to the Secretary tothe Government of *Bengal*, (No. 402), dated the 3d November 1854.

Sir,

I HAVE the honour to submit for the consideration of the Lieutenant Governor, copy of a report, No. 90, dated the 26th ultimo, from Mr. Beaufort, the joint magistrate and deputy collector of Pubna, on the expediency of re-enacting a law for enforcing the execution of contracts relating to the cultivation and delivery of the indigo plant.

2. Mr. Beaufort, after describing what he considers to have been the effects of rescinding Sections II. and III. of Regulation V. of 1830, recommends the re-enactment of these rules, but I am not prepared to support his recommendation, I am inclined to think that the interests of indigo planters are sufficiently protected by the unrepealed sections of Regulations VI. of 1823 and V. of 1830, and

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and by Act No. X. of 1836, and I see no sufficient reason for making a breach of contract for the cultivation of indigo a criminal offence (as was done by Section III. Regulation V. of 1830), when according to the general principles of law it cannot be considered such. If the section in question were to be re-enacted, it would be held by the Company's courts to be both a civil and criminal offence; and the planter, besides having the option of instituting a summary suit against the ryot, would be enabled to get him imprisoned for one month for a misdemeanour. The cultivation of indigo may be, and no doubt is, a benefit to the country, but I can scarcely think that such extraordinary and anomalous measures are required for the protection of the interests of those who embark their capital in that speculation.

From *F. Beaufort*, Esq., Joint Magistrate and Deputy Collector of Pubna, to the Commissioner of the Rajshahye Division (No. 90, dated 26 October 1854).

Sir,

When the Lieutenant Governor visited this station, he desired me to make a report to him, through you, regarding the expediency of re-enacting a law for enforcing the execution of contracts relating to the cultivation and delivery of indigo plant. I have since then made inquiries on the subject from various persons, and I have now the honour to furnish you with the conclusions which the information so obtained, and my own experience, have enabled me to draw.

2. You are aware that Section III. Regulation V. 1830, made the evasion by a ryot of his indigo contract punishable by a magistrate, in the same way as similar evasions of other contracts are punishable under Section V. Regulation VII. 1819; and that this provision was rescinded by Act XVI. 1835. The result of that rescission was and is, that if the ryots break the conditions of their agreements by a fraudulent transfer of the produce of their land to another person, or by refusing to cultivate the land with indigo, the aggrieved planter has no resource but what is to be found in the provisions of Regulation VI. 1823 and Act X. 1836. But experience has shown that this is insufficient. The observation contained in the preamble of the former of the last quoted enactments is still applicable to the case with the alteration of only one word. The system at present in force provides, as above observed, no other remedy for parties injured by this dishonest practice than by a [summary] action in the civil court. The difficulty and delay of obtaining redress by that course have not unfrequently led to acts of violence, and even to serious affrays.

3. The magistrate can in no way interfere, for if the planter brings a suit before him under Act IV. 1840, as having a *quasi* possession of the land, as obtained through advances in money and seed for its cultivation, he cannot interfere, since the Sudder Court have expressly ruled that the ryot who has cultivated, and not the person who has made advances, is to be held to be in possession of the land; and that the lien or interest which the planter holds under Section II. Regulation VI. 1823, should not be considered in such case.

4. In 1835 the Legislature had ceased to shadow forth in a preamble the reasons which had led to any enactment, and therefore it is not apparent why the rules of Regulation V. 1830 were rescinded; whether any inconvenience had been felt in practice from abuse of the power conferred, or other cause; or whether the Legislature of the day considered that any principle of law was contravened by those provisions. But as far as I can learn, there were very few complaints and very few convictions under it. It was originally enacted at the time of the great failures among the mercantile houses in Calcutta. The planters were all heavily in debt to those houses, and were much distressed for funds. When Palmer & Co. failed, the native zemindars took advantage of the consequent panic to induce the ryots to break off all their engagements with the planters, who at that time could not hold estates in their own name. This state of things was represented to Government by planters; and probably Lord William Bentinck saved indigo property in Bengal from utter destruction by passing the regulation in question.

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5. I am assured by old planters that the effect of it was merely to keep matters quiet. The zemindars ceased to instigate their ryots to break off their contracts; and the planters feeling themselves more secure were enabled to carry on their concerns without having recourse to the compulsion and physical force to which the state of affairs had driven them. There was no complaint, they say, of oppression arising from the law; and they are not aware of the reasons which led to its repeal. Its enactment produced no evil, while its rescission has sown the seeds of numberless quarrels, from which has sprung a full harvest of assaults, plunderings, illegal detentions, and affrays.

6. But the question for present consideration is, whether a law of this kind be now required or not; and whether it would be productive of more good than evil. That its provisions will be to some extent abused, that there are men among the planters who will not scruple to take a dishonest advantage of it, is not to be denied. But this is not a sufficient reason for refusing the prayer of the large body of honourable men who do not, and will not, have recourse to such fraudulent practices. For there are many laws of which rogues make daily use, but which cannot on that account be taken out of the books. A forged bond is the common weapon of enmity, but the courts cannot refuse on that account to enforce those which are not fraudulent. Not admitting therefore this plea against the enactment, I proceed to investigate the arguments in its favour.

7. In the present state of the law, if the ryots who have taken advances refuse to act up to their contracts, the planter has no other remedy than a civil suit. It will hardly be denied that this is in fact no remedy at all. The civil prosecution of a large number of ryots involves a large expenditure, the greater portion of which can never be recovered. It is also a tedious process, although called summary, during the progress of which the planter sustains additional loss. We find therefore that very few cases of this nature are instituted, although breach of contract is of frequent occurrence. In lieu of it, the planter has recourse to physical force, the consequences of which are injury and oppression with affrays.

8. But the reason for this frequent breach of contract is not to be found among the ryots. They can find no ultimate advantage in not fulfilling their engagements. It is the zemindars who instigate them to evade their agreements, and who make use of the tremendous power they possess to prevent the cultivation of indigo in whole villages, and sometimes in whole estates. The ryots are always glad enough to take advances, because it gives them the means of paying their rents, and for the same reason the zemindars do not interfere before the time has arrived for sowing. It is well known that the agents of the landholders are at hand to receive the rents when the advances are being made, and are often present in the planter's cutcherry for that purpose. The money thus secured by the ryot and placed to his credit, he has no objection to throw the planter overboard, provided he has some powerful person to back him and save him from his vengeance. There is no doubt but that he has, whether reasonably or unreasonably, a great aversion to indigo. He believes there are many other crops which yield a more certain as well as a larger profit. I have heard planters argue the contrary, and produce proofs of it, but the idea in the ryot's mind remains the same. When, therefore, he is desired by the agent not to cultivate any indigo, on pain of the zemindar's displeasure, he sees no profit in refusing obedience. He has pocketed the advances; he knows that his landlord has ample power to oppress him, and he hopes that he will secure him from the planter. He has no hesitation in signing an *ekrar* to break his contract.

9. Probably the planter hears nothing of what is going on; appearances are kept up; a shower of rain falls, and the takadgeer is immediately sent to the spot with the seed. Then the disturbance commences; the takadgeer is obliged to run, and the seed is destroyed. The next day the planter is told that, instead of the lands being sown when the opportunity offered, the ryots have with one accord repudiated their advances, turned his servants out of the villages, and filled the lands with dhan.

10. What is he to do? There is no remedy to be found in the law; a great loss is impending over him; and there are only two ways of avoiding it. He must either use physical force, and compel the ryots to fulfil their contracts at the point of the stick, or he must come to terms with the zemindar, if indeed that be possible

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sible; that is to say, he must make large presents to the zemindars' omlah, and pay black mail to the man himself, under the plea of old rents, which in fact he does not owe, or take leases of the villages on losing jummas.

11. If the Bill which has lately been read in the Legislative Council becomes law, a recurrence to the lattial system will expose him to heavy punishments, and he will be entitled to claim the enactment of some other law which will really protect his interests from losses of this kind. But even under the present law, the appeal to physical force is attended with great expense and great annoyance in many ways. For the sake of peace, therefore, many planters consent to the zemindars' exactions, if not too immoderate. The consequence is, that the law in some measure assists the zemindar in levying what is in fact a heavy tax, and adds so much to the difficulties and expense of planting, repressing the commerce of the country in one of its most valuable products. And it must be remembered that the large amount of ready money annually expended by the planters has a very material effect on the revenues of the country.

12. But it may be that the zemindar will not consent to any terms; he may have a personal feeling to gratify in destroying the cultivation of a concern; he may refuse to lease his villages to the planter on any terms; and at the same time prevent his ryots from growing indigo. And I beg to say that I have seen instances of this. In such case if the zemindar has large estates, in which an indigo concern has been cultivating for years, he has it in his power to injure it in a very serious degree. In fact, he is sometimes able to shut up one or two of the factories.

13. To obviate these difficulties the planter is always willing to obtain landed property if possible. He rarely has the opportunity of getting anything better than a putnee; generally he must be content with a short lease. But for either he must pay very high, and agree to a rent on which he will suffer a yearly loss. To this he will submit readily, if within his means, and is liberal in the settlement, because he finds a great profit in it in freedom from quarrels, and in the power which it gives him over the ryots.

14. The proposed re-enactment would provide a remedy for much of this, and prevent the undue interference of the zemindar. If the ryots can be brought to immediate punishment, the breach of contract will be a rare occurrence. The planter will not spend money in vain; the zemindar will be obliged to have recourse to the not illegal exercise of his power over his ryots in preventing them from taking advances, instead of first taking and then repudiating them, and the frequent disturbances between the two will cease to occur.

15. But if such an enactment is to be made law, we must provide against the probable abuse of it by unscrupulous men. The general tone of the planters has improved of late years; and the present body contains men of higher principle than formerly. But in legislating you make a law applicable to all cases and all classes, and you cannot depend on individual character. Planting is carried on by natives as well as Europeans, by men of evil as well as of good repute. Jessore and Nuddea especially are studded over with shut-up factories, in almost all of which there are large outstanding balances against the ryots, under the name of advances; for in balancing the account of the ryot at the close of the season, it is frequently the custom to pay for the indigo brought to the vats without deducting the advances made, and thus to leave a balance against him which is still called an advance.

16. No contract, therefore, ought to be valid beyond the current season. Each indigo year should have its own contracts duly executed at the time the advances are made. They should specify the amount of advances, the extent of land which the ryot contracts to cultivate, and the boundaries of each field which is to be cultivated; and every contract ought to be registered in the presence of the planter, or his agent, and the ryot.

17. This would raise a difficulty in regard to the offices of registry; for neither could the planter and the ryots find time to attend at the sudder station for this purpose, nor could the former afford to pay for each of some hundreds of contracts the sum which it costs now to register any document, whether of small or of great importance. Registrars must be provided near at hand, and the charge must be fixed very low.

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18. In the vicinity of the sudder stations, or of the head-quarters of sub-divisions, such contracts might be registered before the collector or magistrate, or the officer in charge of the sub-divisions. But in more remote positions it will be necessary to appoint respectable natives, who should at the same time be made liable to severe penalties for any misfeasance. And in all cases every contract registered should be forwarded for record to a central office within a limited period. Such subordinate registrars should not be allowed to take Mokhtarnamahs, though they might admit general powers of attorney accepted by the regular courts. Everything should be done by the parties contracting in person and on the spot, so as to give the greatest possible publicity to the proceeding. These subordinate registrars would be of the same class as the sale commissioners appointed under Act I. 1839, and I think the expedient would be found to answer.

19. On the whole, it seems to me that the original rule of Regulation V. 1830 might be re-enacted without danger to the public, and with much advantage to parties engaged in the cultivation of indigo. And it certainly appears to me that every just facility should be given to persons engaged in a branch of commerce so important in itself, and which is so beneficial to the country at large.

CIRCULAR from the Secretary to the Government of Bengal to the Commissioners of Revenue and Circuit, Patna, Bhaugulpore, Dacca, Chittagong, Nuddea, Burdwan and Cuttack Divisions; the Commissioner of Chota Nagpore; the Civil and Sessions Judges and Magistrates of Jessore, Nuddea, Rajshahye, Moorshedabad, Pubna, Midnapore, Tirhoot, and Purneah; *W. Tayler*, Esq., Judge of Shahabad; *S. Bowring*, Esq., Judge of Dacca; *C. Steer*, Esq., Judge of Backergunge, *J. S. Torrens*, Esq., Judge of 24-Pergunnahs; *G. U. Yule*, Esq., Offg. Judge of Rungpore; and *H. Atherton*, Esq., Offg. Judge of Sarun, (No. 3079, dated 14 December 1854).

Sir,

I AM directed by the Lieutenant Governor to forward to you a copy of the letter noted on the margin, relating to a question of re-enacting a law for summarily enforcing the execution of contracts entered into for the cultivation and delivery of indigo plant, and to request that you will favour the Lieutenant Governor with your opinion regarding the suggestions made by Mr. Beaufort.

Letter from Commissioner of Circuit, Rajshahye Division, No. 402, dated the 3d November 1854, with one enclosure.

From *A. C. Bidwell*, Esq., Commissioner of the Nuddea Division, to the Secretary to the Government of Bengal (No. 4, dated 4 January 1855).

Sir,

I HAVE the honour to acknowledge the receipt of your letter, No. 3079, dated 14 ultimo, forwarding copy of a letter from the Commissioner of the Rajshahye Division, No. 402, dated 3 November 1854, with its enclosure, and requesting that I will favour the Lieutenant Governor with my opinion on the suggestions made by Mr. Beaufort.

2. Mr. Beaufort's suggestion is, that the rules of Sections II. and III. Regulation V. of 1830, be re-enacted, with a view of enforcing the execution of contracts relating to the cultivation and delivery of indigo plant, to which Mr. Gouldsbury objects that the interests of indigo planters are sufficiently protected by the law still in force, and that there is no sufficient reason for making a breach of contract to cultivate indigo a criminal offence, when according to the general principles of law it cannot be considered such.

3. I cannot agree with Mr. Gouldsbury in thinking that the interests of planters are sufficiently protected by the law in force; proof to the contrary exists in the notorious fact that planters are constantly driven to resort to physical force, in order to obtain their rights from the ryots, the peculiar nature of the cultivation of

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of indigo being such that ruinous loss to the planter ensues if immediate advantage is not taken of occurrences of suitable weather for sowing.

4. Besides, the primary object of the proposed law is not to protect the interests of the indigo planter, but to preserve the peace. The indigo planter is a man of energy, and, if the law will not protect him, will protect himself by threats and violence; and will continue to do so however stringent may be the provisions of the law proscribing the entertainment of lattials, &c. Under such circumstances, it is surely not opposed to the general principles of law to afford, even by special enactment, that protection to the planter which the nature of his calling renders necessary, and which is so essential that if withheld it inevitably leads to a breach of the peace.

5. It is not the overbearing character of the European which leads him to resort to violent means to protect his interests in the cultivation of indigo, but the peculiar nature of that cultivation. Europeans are engaged all over the country in general agricultural pursuits, but I have never heard it said of them that they were more prone to violence than any other class of the community, in defending their rights, when an indigo crop is not concerned.

6. But there are certain contracts the breach of which is by the present law constituted a misdemeanour, see Section V. Regulation VII. of 1819. If I make a contract with certain workmen to construct a fence round my field, the breach of that contract on their part is a misdemeanour punishable with a month's imprisonment. Why should not a contract to raise a crop of indigo in the field itself be entitled to the same protection, especially when the ordinary resources of the law are so impotent to protect me that I am driven to break the law in order to obtain my just rights.

7. I am labouring under the same disadvantage with Mr. Beaufort as regards knowledge of the grounds which led to the enactment of Act XVI. of 1835. But I have never heard that the provisions which it repealed (those of Sections II. and III. of Regulation V. of 1830) were abused.

8. At the same time, I agree with Mr. Beaufort that precautions should be taken against their abuse if re-enacted, and would make the proposed enforcement by penal measures of the contract conditional upon the previous registry of that contract.

9. The present state of the law of registry renders this impracticable. But I trust that the time is not far distant when the universal registry of deeds will be insisted on—the fee being reduced to 8 annas, and every moonsiff constituted a registrar. This is a measure which I think urgently demanded.

From *E. A. Samuells*, Esq., Commissioner of the Cuttack Division, to the Under Secretary to the Government of Bengal (No. 128, dated 12 January 1855).

Sir,

I HAVE the honour to acknowledge the receipt of your letter, No. 3079, of the 14th ultimo, forwarding for my opinion copies of letters from the Commissioner of Rajshahye and the joint Magistrate of Pubna, relative to the re-enactment of a law for summarily enforcing, through means of the Criminal Court, the execution of contracts for the cultivation of indigo.

2. I agree with Mr. Gouldsbury that such a law is uncalled for by any specialties of the indigo trade. The indigo planter has already an amount of protection afforded him by the civil law, in his dealings with the cultivators, which has not been conceded to any other class of manufacturers or agriculturists; and I am strongly impressed with the opinion that it is this system of protection which has encouraged the lax and reckless contracts, of the frequent evasion of which the planters now complain.

3. It is to be observed that these complaints proceed principally from the Bengal planters. In Tirhoot, before a planter advances money to a ryot, he secures a long lease of the lands from the zemindar, and makes a friend of him by paying him a heavy *peshgee*. In the same way merchants, who advance for

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rice and other agricultural products, take care either to deal with responsible parties, like the mahajun or the zemindar, or to take security for the fulfilment of the contract on the part of the ryot. The Bengal planters not only neglect these ordinary mercantile precautions, but they are in the constant habit of making advances without security to the ryots of zemindars, from whose co-operation they know they have nothing to expect, and of whose enmity they are in many cases aware. Men who act in this way cannot be said to trade; they gamble, and, but for the law, which makes a distinction between their contracts and those of other traders, they would pay a much more severe penalty for their rashness than they do.

From *H. Stainforth*, Esq., Commissioner of the Chittagong Division, to *A. W. Russell*, Esq., Under Secretary to the Government of Bengal (No. 33, dated 13 January 1855).

Sir,

I BEG to acknowledge your letter, No. 3079, of the 14th ultimo, and to submit the following remarks on the recommendations of Mr. Beaufort, for the consideration of the Honourable the Lieutenant Governor.

2. The relative position of the parties, whose interests are involved in Mr. Beaufort's recommendations, seems to be as follows:—

3. The planter's factory is surrounded by the land of other parties, on which indigo must be raised for him, or he must close his factory erected at great expense.

4. If he can obtain a lease of it from the landholder, little power is left to oppose what he is able and ready to bring to bear on the ryot, and matters proceed generally in conformity with his will. But it often happens that a landholder asks a higher rent than the planter is willing, or perhaps able, to pay; or he is indisposed, from some cause or other, to let his estate to the planter, and thus no lease is effected.

5. The planter is then driven to deal with the ryots, without the powers and influence which a lease from the landholder would have given him. Moreover, the zemindar, disappointed in not obtaining the jumma which he asked, or owing the planter a grudge, or averse to having his estate covered with a crop which he cannot sell in distraint for rent due to him; or unwilling to be supplanted in the influence which, as landlord, he thinks himself entitled to hold among the tenantry of his estate; or perhaps even desirous of protecting his tenants from the oppression which planters invariably and necessarily exercise more or less, of course thwarts the planter as much as possible.

6. The ryots generally have a hard time of it under the planters. They know that when a shower falls they must be compelled to assist in cultivation, or the opportunity for sowing will be lost; that when a river rises, they must be compelled to assist in cutting the crop, or it will be destroyed by the water, and they feel that they had much better go on *more majorum* cultivating other crops, which Mr. Beaufort admits to be more profitable than indigo; but some are tempted by advances to execute engagements, while others have engagements written out in their names, and advances forced upon them, or not given at all. Such contracts are of course readily broken, and no great influence, if any, on the part of the zemindar seems necessary to induce the ryots to break them.

7. This I believe to be the real state of the case; and it is clear on the premises that the cultivation of indigo in Bengal is in a false position, and that it can only be carried on with any degree of fairness when the interests of the planter and the ryot are, in some measure, assimilated by their standing, in respect to each other, in the relation of landlord and tenant, in which relation it would be more impolitic on the planter than it is at present to lessen the income and resources of the ryots.

8. Mr. Beaufort sees danger of fraud, and he would appoint persons to register the contracts near the factories, as a protection to the ryots; but *quis custodiet ipsos*

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ipsos custodes? It requires no special power of prescience to say, with certainty of correctness, that, even as the sale commissioners are the ready tools of the landholder's oppression, these proposed registrars would be willing instruments to wink at the personation of any number of ryots by any single servant of the indigo planter. Such registration, as protection, would be wholly illusory. If it would have any effect, the effect could only be pernicious.

9. I need scarcely add, that until I came to the conclusion that the weak and poor, who form the great mass of the population, should be made weaker and poorer for the benefit of a small body of men, many of whom are very unscrupulous and oppressive, I am not likely to concur in Mr. Beaufort's recommendations.

From *W. Dampier*, Esq., Commissioner of the Patna Division, to *W Grey*, Esq., Secretary to the Government of Bengal (No. 1197, dated 18 January 1855).

Sir,

I HAVE the honour to acknowledge the receipt of Mr. Under Secretary Russell's letter, No. 3079, of the 14th December last, with its enclosures, requesting my opinion regarding the suggestion made by Mr. F. L. Beaufort, joint magistrate of Pubna, for the re-enactment of a law similar to the rescinded parts of Regulation V. of 1830, making a breach of contract for the cultivation of indigo punishable as a misdemeanor.

I am not prepared to support such a proposition, which would be a retrograde step in legislation. The entire system of advances in Bengal, as described in the preamble to Regulation VI. of 1823, is an evil one; and I can see no more reason for declaring a breach of contract for the cultivation of indigo punishable as a criminal offence than for declaring the same punishment for the breach of contract for the cultivation of any other produce.

I have always understood that the cultivation of indigo was not generally remunerative to the ryots, and might be considered more or less compulsory.

The advances are sometimes as recklessly given as received, the planter trusting to his own means of enforcing the cultivation, which he knows the ryot will, if possible, evade. It would be almost impracticable, as proposed by Mr. Beaufort, to separate the hal from the bakya advance. Factories are worked on the outstanding balances with additional advances, and the result of Mr. Beaufort's plan would be, in the ryots being annually made to give an acknowledgment of having received the whole sum hal and bakya.

Since British subjects have been competent to hold lands in India they have, by means of purchasing estates or taking farms where they cultivate indigo, acquired the legitimate influence of property over the cultivators, and I have understood that in many such properties the system of making advances is gradually falling into disuse. In such estates, besides the *neizjote* of the proprietor, the ryots of the village each cultivate a portion of their lands, according to the extent of their holding or its fitness for such cultivation, with indigo, and the value of the crop as delivered at the factory is credited to the rent of their remaining lands. Under this plan it is the interest of the ryot to produce as good a crop as he can, whilst it is advantageous to the planter, as he manufactures his indigo at a much less direct outlay of capital than under the advance system, and is not obliged to resort to usurious loans.

I consider Mr. Beaufort's suggestion as bad, it tending to protect and perpetuate a system which is an evil, and to place the ryot in a state of subjection to the planter in which he ought not to be continued by any legal enactment.

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From *C. T. Davidson*, Esq., Commissioner of the Dacca Division, to the Secretary to the Government of Bengal (No. 45, dated 26 January 1855).

Sir,

I HAVE the honour to acknowledge the receipt of your letter, No. 3079, dated 14 ultimo, forwarding for my opinion copy of some suggestions made by the joint magistrate of Pubna, on the subject of summarily enforcing contracts for the cultivation and delivery of indigo plant.

2. Mr. Beaufort's report contains the following suggestions:

1st. He advocates the re-enactment of the rules contained in Regulation V. of 1830.

2dly. He suggests that each indigo year should have its own contracts, that no contracts should extend beyond the current year, and that such contracts ought to be registered.

3dly. He recommends the establishment of local registry offices, and great reduction in the registry fee required by Regulation XX. of 1812.

3. The rules proposed to be re-enacted are, I presume, those contained in Section III., Regulation V. of 1830, for although by Act XVI. of 1835, Section II. of that law was also rescinded, it was again revived by Section III., Act X. of 1836. The section to be re-enacted makes a breach of contract to cultivate and deliver indigo a criminal act, punishable by imprisonment.

4. It cannot be denied that the cultivation of indigo is a fruitful source of the serious affrays which are of frequent occurrence in those districts wherein the manufacture of indigo is carried on I have no doubt that the protection which would be afforded to the indigo planter by the re-enactment of Section III. Regulation V. of 1830, would materially reduce the many breaches of the peace arising out of evasion of contracts by ryots who have received advances for the cultivation of indigo. For the suppression of affrays a most stringent Bill is under the consideration of the Legislature, and if special legislation is to be resorted to for the repression of breaches of the peace, it may be fairly asked why should it not be extended to the removal of an evil which is one of the chief promoters of them.

5. The suggestion of confining indigo contracts to one year appears to me to be an excellent one, and the benefit of a summary investigation should be restricted to claims and disputes belonging to the current year only, as in suits for land rent.

6. The establishment of local registry offices, merely for recording indigo contracts, is a plan which could not be carried out without considerable difficulty.

From *G. J. Brown*, Esq., Commissioner of the Bhaugulpore Division, to the Secretary to the Government of Bengal (No 83, dated 24 February 1855).

Sir,

I HAVE the honour to acknowledge the receipt of Mr. Under Secretary Russell's circular, No. 3079, dated 14 December last, with enclosures, regarding the propriety of re-enacting a law for summarily enforcing the execution of contracts entered into for the cultivation and delivery of indigo plant.

2. As far as I can learn from inquiries made by me on the subject, there is no occasion for reviving the penal enactments of Regulation V. 1830 in this division, and I quite agree with the Commissioner of Rajshahye in considering that such anomalous measures are not required for the protection of indigo planters. The only plea which can be urged for magisterial interference in such cases, is the dilatoriness of civil court, and the proper remedy for the evil complained of should therefore be directed toward simplifying the processes of the latter instead of extending the powers of the former.

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3. Act XVI. of 1835 does not assign any reason for rescinding the provisions of Sections II. and III. Regulation V. 1830, though doubtless Government had at that time good grounds for repealing the then existing law; and I respectfully submit that a reference to the proceedings of the Legislative Department of that period may probably suffice to refute all the arguments now advanced by Mr. Beaufort in favour of the former practice.

From *W. H. Elliott*, Esq. Officiating Commissioner of the Burdwan Division, to the Secretary to the Government of Bengal (No 33, dated the 22nd March 1855).

Sir,

In reply to your circular of the 14th December last, No. 3079, regarding the re-enactment of Section III. Regulation V. of 1830, which rendered a breach of contract for the cultivation of indigo a criminal offence, I have the honour to submit, with all deference, the following remarks:—

2. The whole system of cultivating of indigo in Lower Bengal is so radically bad, that I believe there are few planters who are not compelled at times to resort to violent measures, which their better feelings disapprove, for the preservation of their factories from ruin. I do not here allude to those acts of gross injustice and open violence which admit of no palliation; but I know from personal experience that planters, who would scorn such acts, do too often consider themselves obliged to take land for indigo against the will of the ryot who has refused advances, and to force advances upon others.

3. Having served in the largest indigo district in India, and in others of considerable importance, I have seen no little of the working of the system; and I regret to say that I never yet heard of one instance in Bengal of a ryot gaining substance by the cultivation of indigo. The gomashtas and other omla, the takadgeers, and other subordinates of indigo factories, constantly amass wealth, more or less, but the fact of a mere cultivator of indigo having become wealthy in Bengal has never yet been brought to my notice. Indeed, under the present system, strange as it may appear, the wealth of the ryots is inconsistent with the well-being of the factory, which depends upon keeping a ryot invariably upon the debit side of the account, as the only hold which the planter has upon the land for the next year.

4. Mr. Beaufort acknowledges in his 8th paragraph that, "the ryot has no doubt, reasonably or unreasonably, a great aversion to indigo, because he believes there are many other crops which yield a more certain as well as a larger profit." In another part of the same paragraph Mr. Beaufort says, "the ryots are glad enough to take advances, because they give them the means of paying their rents." I think it may fairly be argued, from these two statements taken together, that no ryot who can otherwise pay his rents will take advances for indigo, and this fact my own experience attests. I have known instances in which, circumstances having led to the abandonment of certain villages by planters, the ryots have been for some years free. Suddenly the loss of an *ijara*, or the commencement of a feud in another quarter, has turned the planter's attention to such villages, and the ryots have been called upon to take advances, which one and all have refused. The factory books have then been searched, and it has been found that the father of A and the uncle of B, and the elder brother of C, once held the lands now in the possession of those three individuals; and were, at the time of their decease, indebted in various trifling sums to the factory. The unlucky ryots were then called upon to pay the debts of their predecessors; acknowledgments of those debts with promises to pay, prepared by some unscrupulous subordinate of the factory, have then perhaps been shown to the proprietor, who naturally praised the good management of his omla, and authorised advances to the villagers, part of which being retained by the omla, the rest would be given with many threats in presence of many factory servants to the unlucky ryots, whose fields, for years devoted to more profitable crops, would thenceforth be sown with indigo. No effort of the ryot in the supply of indigo could efface the advance made to him;

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and no cash-payment in liquidation of that advance could be accepted; for, as I have already said, the grand object is to keep the ryots always on the debit side of the book, as the only lien which the factory has upon the land.

5. That ryots do often obtain assistance by cash advances from indigo planters, to escape the rapacity of zemindars, is undeniable. I have known many a kind act done by a planter in thus helping a ryot; but, on the other hand, the return which the ryot has to make is to him most ruinous; and it would be strange indeed if the ryot, knowing indigo to be amongst the least profitable of crops, should voluntarily enter upon its cultivation.

A bundle consists of as much indigo plant as can be encircled by a six feet chain.

6. It is also a notorious fact, that the ryot does not get as much placed to his credit as his crop, if fairly paid for, would yield. I have heard many calculations made which go to prove that five bundles of indigo are as much as can possibly be given, with any hope of remuneration to the cultivator, for one rupee; but the general rate taken in Bengal I believe to be eight or nine bundles: and further, the measurement of bundles is made in various ways. At times the chain is passed round the bundle so as to form what may be called just measure; at other times the two ends are pulled with such force by two takadgeers that a bundle and half is compressed within the chain; the degree of strain to be used is, not improbably, regulated by the payment or non-payment of a douceur by the ryot.

7. I am quite unable to understand on what ground a law is required for the cultivation of indigo, more stringent than that needed for paddy or sugar-cane. Surely, in these days, when the liberty of the subject is so respected as to give undue safety to evil doers, a ryot should not be forced by a criminal enactment to cultivate a crop which sad experience has shown him to yield no profit.

8. I have myself occasionally seen indigo cultivated willingly; that crop will grow upon sandy churs where almost nothing else will flourish. On such a chur, were a ryot paid at the end of each season for the indigo delivered by him, and acquitted of all claims for the future, many a man would be glad to cultivate; but the known impossibility of extricating himself from the books of a factory, in which his name has once been entered; the certainty that all the land cultivated this year, and perhaps an additional piece also, will be claimed next year by the factory, may well make every ryot fearful of such a connexion.

9. The conduct of the native landholders with regard to indigo factories is not always so bad as it is represented. The native naturally desires to make the best bargain he can. The revenue laws give him an awful power over his tenants; and, in order to make the planter pay a high price for his putnee or ijara, he tells his ryots that they must not cultivate indigo without his permission. This provokes the planter, and he tries to force the ryots, who appeal to their landlord, whose pecuniary interest is at stake, and undoubtedly he has a right to get the utmost he can for his property. The same thing is done every day in other matters, without exciting animadversion. I saw not long ago in Calcutta a dirty little patch of ground, adjoining a fine house of a rich man, and asked how he could tolerate it. He said he could not help it, as the ground was not his. It was worth about 100 rupees; he had offered 2,500 (but its owner demanded 5,000), and he could not take it by force! The zemindar's demands are exorbitant, for the simple reason that they know the factories cannot get on without their lands. The planters are annoyed, and feuds ensue. If no planter would commence an indigo factory till he could secure the full amount of land necessary for its support, very few disturbances would arise, and less oppression of the ryots would be needed: as is the case generally with native indigo factories. A very large extent of country belongs to the zemindar; he makes no advances of cash, but gives the ryots seed, and requires a certain proportion of the land of every village to be sown with indigo; for the produce of that land he pays at the end of the season; not much perhaps, but a moderate remuneration. The ryot, however, is free for the next year; he is not indebted to the factory, and perhaps the next year some other ryot's land may be taken.

10. Again, in Tirhoot and Behar, where the advance system is not prevalent, and the ryots are more fairly paid at the end of the season, and the planters are on a better footing with each other and with the zemindars, indigo cultivation is a much easier matter than in Bengal. Many of the planters are highly respected; I can mention an instance of this, which came under my own observation, to the honour

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honour of Mr. William Moran, of Mooteeharee, now an indigo broker in Calcutta. After the failure of the Union Bank and Cockerell & Co., who were his agents, he had no money and no seed, and was in Calcutta making the best he could of a bad job. His factories were under the charge of a country-born writer, very lame and not very energetic. And, day after day, I rode over the neighbourhood and saw his lands cultivated as well, by the voluntary efforts of his ryots, as in his palmiest days. At the eleventh hour he got a little seed and sent it up. It was sown, and he had an excellent season, and has since cleared off all incumbrances, and is, I hope and believe, a wealthy man.

11. In the same district I saw, oft and again, that with regard to the 100,000 registered cultivators of poppy, the greatest punishment that could be inflicted on them was to get their names cut out of the sub-deputy opium agent's books. No force was required to increase that cultivation. It pays so well that every man is anxious to be allowed to supply opium; and that led to the chief grievance of the factories of that district, that each ryot was anxiously looking to sowing less indigo if he might sow more poppy.

12. I do not see how it can be doubted that, if a ryot were well paid for cultivating indigo, he would gladly do it. Nor do I see how the Legislature can be asked to assist in the forcible extension of a crop which confessedly does not pay, and leads the ryots concerned in it into endless annoyances. The registered contracts (which even Mr. Beaufort thinks necessary to guard against oppression and fraud) will, I believe, prove utterly useless; and, with the kindest feelings to many honourable indigo planters, I am compelled to express a hope that the repealed law in question will not be re-enacted, and that the planters will, in lieu thereof, adopt a better system of management.

From *W. J. Allen*, Esq., Commissioner of Chota Nagpore, to *A. W. Russell*, Esq., Under Secretary to the Government of Bengal (No. 63, dated the 14th April 1855).

Sir,

I HAVE the honour to acknowledge the receipt of your letter, No. 3079, dated the 14th of December last, with annexed correspondence, calling for my opinion upon the suggestions made by Mr. Beaufort, the joint magistrate and deputy collector of Pubna, in regard to the re-enactment of a law for enforcing summarily the execution of contracts for the cultivation and delivery of indigo.

2. I have had some experience as a magistrate of an indigo district, and have seen indigo planting carried on both before and after the enactment of Act XVI. of 1835, and I am quite satisfied that the effects of that law have been and and are very injurious. There appears to have been no necessity for the repeal of Sections III. and IV. Regulation V. of 1830, which afforded useful protection to the planting interest, and gave dissatisfaction only to roguish ryots and dishonest zemindars.

3. Under the present law a planter has no real remedy against a fraudulent ryot, and the consequence is, that he is not unfrequently driven to violent measures to obtain that protection for his property which the law denies him.

4. I would recommend the repeal of Act XVI. of 1835, and the formation at the same time of a well-devised system of cheap and expeditious registration of indigo contracts; if these contracts are properly registered, the provisions of Regulation V. of 1830 could not be turned into an instrument of oppression.

5. I consider Mr. Beaufort's suggestions regarding the registration of indigo contracts to be well worthy of attention; the pergunnah cazees, the sale commissioners, and other respectable residents in the mofussil, might be employed with advantage to register indigo contracts.

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From *W. Luke*, Esq., Civil and Sessions Judge of Midnapore, to the Under Secretary to the Government of Bengal (No. 1, dated the 4th January 1855).

Sir,

Letter from Commissioner of Circuit and Revenue, Rajshahye, No. 402, of the 3d November 1854, with one enclosure.

I HAVE the honour to acknowledge the receipt of your letter, No. 3079, dated the 14th ultimo, forwarding copies of letters noted in the margin, requesting me to give an opinion of the expediency of altering the law for summarily enforcing the execution of contracts entered into for the cultivation and delivery of indigo plant, as suggested by Mr. Beaufort, the joint magistrate of Pubna.

Mr. Beaufort, in the 2d paragraph of his letter, observes that the result of the rescission of Section III. Regulation V. of 1830, "was and is, that if the ryots break the conditions of their agreements by a fraudulent transfer of the produce of their land to another person, or by refusing to cultivate the land with indigo, the aggrieved planter has no redress but what is to be found in the provisions of Regulation VI. of 1823 and Act X. of 1836, but experience has shown that this is insufficient." The grievances to which Mr. Beaufort adverts existed long before Regulation V. of 1830 was promulgated, and that enactment was framed to meet cases such as Mr. Beaufort describes, and were certainly not the result of the rescission of Section III. of that enactment. My experience does not tell me that the law, as it at present exists, is insufficient for the protection of planters against the dishonesty of ryots; a breach of contract usually occurs by a hostile neighbour or the zemindar inducing parties who have taken advances for indigo plant to depart from their agreement, and in such cases the law, as it now stands by Section III. Regulation X. of 1836, seems to me to afford ample redress, not only against the defaulters themselves, but against all others who may be instrumental in prevailing on ryots to commit a breach of contract.

The difficulty and delay in obtaining redress by a civil action, which Mr. Beaufort points out, is in my opinion exaggerated, but if these really exist the contemplated changes in our civil courts will supply a remedy.

Class legislation under any circumstances is objectionable, and I see no reason why indigo more than any other product of the country should receive the special protection of the Legislature, as it is well known to all who have had any experience in districts where the cultivation of indigo prevails that it is a forced cultivation.

There are many causes for this. In the first place it is a most exhausting crop, and land repeatedly sown with it deteriorates every year. In the next place it, is in the long run a losing crop to the ryot. He may be induced to grow it for the sake of the advances, which gives him a command of money at a moment when he may much require it; having once, however, entered into engagements he is no longer a free agent; his land is pledged to the planter, and he is seldom or never able to redeem it. At the close of each year he still finds himself, from some cause or other, debtor to the factory, and therefore compelled to sow indigo with a view to clear off his debt (a result never likely to occur), or to suffer the consequences of refusal.

None but the needy will voluntarily engage to sow indigo plant, and in support of this fact I would observe, that the first object of a planter in establishing an indigo factory is to secure the proprietary right in the land where his future operations are to be carried on; by this means he obtains power over the ryots, and his first step in furtherance of his object is to require all those holding lands adapted to the growth of indigo plant to set apart a portion for that purpose. This requisition is strictly enforced by the servants of the factory, who measure off the lands, superintend the sowing, weeding, and subsequent reaping of the crop, and no solicitations or remonstrances on the part of the ryot are of any avail. The ryot receives a fair remuneration for his labour, as far as the planter himself is aware, but it passes through so many hands from the factory dewan to the lowest takeedar, that by the time it reaches the party entitled to it, it is so shorn of its proportions that it is no longer an adequate return for the article supplied, or the time and labour bestowed upon it. Can it then be a matter of surprise, that the ryot should be unwilling to resign his independence and means of support, by voluntarily making engagements that he knows full well must terminate to his detriment? Certainly not; and, for these reasons, I think it would be impolitic to make the laws in regard to indigo contracts more stringent in their provisions than they are at present.

Whether willing or otherwise.

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From *S. Bowring*, Esq., Judge of Zillah Dacca, to the Secretary to the Government of Bengal (No. 9, dated the 6th January 1855).

Sir,

In reply to your circular, No. 3079, dated 14th ultimo, I have the honour to state, that I consider it highly desirable that the repealed sections of Regulation V. of 1830 should be re-enacted, or that some new law providing for the execution of contracts should be added to the code.

2. I quite agree in the reasons urged by Mr. Beaufort, but would beg to observe that, to the best of my recollection, Mr. Sconce, at the time judge of Chittagong, proposed some years ago that contracts for the delivery of goods, if registered by competent authority, should have the force of a decree of court. Mr. Beaufort proposes that persons should, in certain cases, be appointed for the purpose of registering contracts to supply indigo plant; but when the value of the crop which the ryots may engage to deliver falls below 300 rupees, such duty might, I think, be performed by the moonsiff of the sub-division. If the registered cabooleeut be declared equivalent to a decree of court, the planter, on the neglect or refusal the ryot to cultivate, might take out immediate execution, and any resistance offered might be made penal under the provisions of the Act.

3. Zemindars and planters have generally vakeels or agents at the moonsiff's cutcherries, which would be a great check on the personation of one ryot by another, while there would always be a risk of this, if persons of inferior rank in life, at whose offices few parties are usually in attendance, were appointed.

4. It would, I think, be very objectionable if any such registered cabooleeut should be allowed to be in force for a longer period than one year.

5. Your letter refers only to contracts for delivery of indigo plant, but I would suggest that the provisions of any enactment founded on Mr. Beaufort's proposition might be extended to other articles, in particular to the cutting of timber in the district of Chittagong, where the fellers are in the habit of receiving advances, and, having brought down the timber, of selling it for their own advantage to third parties, leaving the real owner of the wood to recover his money by the tedious process of a civil suit. This abuse existed to such an extent at Chittagong, that it was lately thought likely to render it impossible for any resident of that town to supply timber for the railway—a matter of national importance.

6. If a registered contract to deliver timber were to be declared equivalent to a decree of court, any person having made an advance for the article might at once attach it on arrival, and the abuse would cease to exist.

From *Robert Forbes*, Esq., Civil and Sessions Judge of Tirhoot, to the Under Secretary to the Government of Bengal (No. 8, dated the 10th January 1855).

Sir,

I have had the honour to receive your circular letter, No. 3079, of the 14th ultimo, with its enclosures, from the Commissioner of the Rajshahye Division and joint magistrate of Pubna, concerning the proposal of the latter officer for re-enacting a law for the summary enforcement of contracts for the cultivation and delivery of indigo, regarding which his Honour the Lieutenant Governor desires me to give my opinion.

2. I beg to state in reply, for his Honour's information, that I entirely concur with Mr. Commissioner Gouldsbury in thinking that the re-enactment of such a law as that suggested by Mr. Beaufort is not necessary, and would not be just or advisable.

3. In this zillah, one of the chief, if not the chief indigo district in the country, it is rarely the practice of the planters to enter into indigo contracts with ryots, as they ordinarily grow indigo and compel or induce its cultivation as maliks

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or thikadars, or themselves cultivate it in home farms, and I can see no such analogy between a contract for service (a breach of which is criminally punishable under Regulation VII. 1819) and a contract for indigo, that because the former is cognizable by a magistrate the latter should be so also. A contract for indigo is, to all intents and purposes, just as much a civil contract as a contract for grain or sugar, and I am of opinion that a summary civil process is in justice amply sufficient for the planter, and that to give him a criminal remedy in addition would be arming him with too great an advantage, contrary to the spirit of all law, and leaving the ryot one remedy less than his more powerful opponent.

4. If a planter is guilty of a breach of any civil contract with a ryot, the latter has no remedy in the criminal, and can only go to the civil court; and as the law now stands, the summary civil process makes the planter equal to the zemindar suing for rent, already considered too strong in that respect.

From *R. N. Skinner*, Esq., Sessions Judge of Jessore, to the Secretary to the Government of Bengal (No. 7, dated the 10th January 1855).

Sir,

In answer to your circular No. 3079, dated 14th ultimo, I have the honour to state, for the information of the Lieutenant Governor, that I do not coincide in opinion with Mr. Beaufort as to the propriety of re-enacting Sections II and III. of Regulation V. 1830.

2. Section III. Regulation X. 1836, seems preferable to Section II. of Regulation V. 1830. Breaches of contract, relative to advances made by mahajuns to ryots for growing paddy; the advances* made by proprietors or farmers to their ryots, &c., for water-courses, reservoirs, or embankments; advances made by Government for opium,† salt,‡ embankments,§ &c., are not punishable as misdemeanours.

* Section 22, III. 1794.

† Section 11, XIII. 1816.

‡ Sections 19 and 126, X. 1819.

§ Sections 40, XIV. and 10, XXXIII. 1793.

3. The summary process for arresting defaulters in summary suits for arrears of revenue might be made applicable to ryots evading engagements to cultivate indigo.

4. Europeans could not hold lands in their own name in 1830 as they could when those sections ‖ were rescinded, and can do now.

‖ 2 & 3 of V. 1830.

From *A. Sconce*, Esq., Civil and Sessions Judge of Nuddea, to *W. Grey*, Esq., Secretary to the Government of Bengal (No. 6, dated the 11th January 1855).

Sir,

I have had the honour to receive Mr. Under Secretary Russell's letter, No. 3079, of the 14th ultimo, with its enclosure, relative to the expediency of re-enacting in a modified form certain rescinded provisions of Regulation V. of 1830, with a view to the summary cognizance and punishment of a breach of indigo contracts; and, as instructed by the Honourable the Lieutenant Governor, I now offer, but with much diffidence, such remarks as occur to me on this very wide and very delicate subject.

2. In the eighth paragraph of Mr. Beaufort's letter there is a remarkable statement. Mr. Beaufort observes, that "there is no doubt but that the ryot has, whether reasonably or unreasonably, a great aversion to indigo. He believes there are many other crops which yield a more certain as well as a larger profit. I have heard planters argue the contrary, and produce proofs of it, but the idea in the ryots' mind remains the same." This then is a preliminary fact, that the ryot, believing indigo to be an unprofitable crop, is averse to undertake the cultivation of it; and the proposition is, that he shall be summarily punished for evading his contract to cultivate what he declares and believes is a losing crop.

3. This

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3. This incompatible conjunction of circumstances rather adds to the perplexity I have experienced hitherto when I have tried to form a view of this matter from my own limited experience; and I say unfeignedly I should have been glad if Mr. Beaufort had discussed, with all the facilities which his local knowledge afforded him, the very peculiar position indicated by the admitted reluctance of the ryot to sow his lands with indigo. How is it that a ryot enters into a contract to cultivate a crop to which he is known to be averse? How is his reluctance overcome, or is it ever overcome? Is he free to take the contract or let it alone? And for ourselves we may ask, knowing that the ryot is an unwilling party to the covenant, knowing that in his judgment the cultivation of rice or of oil-seeds would be more profitable to him, shall we aggravate the anomaly by constituting the rejection of the contract a crime, and imprisoning the criminal?

4. The feelings ascribed by Mr. Beaufort to the Pubna ryot entirely correspond with, I may say, the general opinion entertained of the feelings and inclinations of the agricultural community in this district. No one, it is said, would cultivate indigo if left to his own choice; yet indigo engagements are undertaken in spite of the known reluctance of the people.

5. Possibly the main cause of objection to the cultivation of indigo is ascribable to the losses it entails; the sufficiency and quality of the crop being precarious, and the unliquidated advances being an irredeemable burden. It is admitted that planters cannot cultivate indigo by their own hired labourers. They cannot make it pay. The returns do not remunerate them with sufficient profit over and above the expenses of labour. Planters, therefore, prefer to throw the expenses of cultivation on the ryots. Planters pay for the crop, ryots give their labour to produce the crop, but have we grounds to assume that the ryot succeeds in a crop which the planter fails in? The precarious nature of the crop there is no contesting; and an inquiry of greater interest cannot be suggested than that of ascertaining, both whether the ryot's absolute share of one year's crop be a just return to him for that year, and whether it be sufficient to cover the losses he incurs in a series of years. Some planters, it is said, take four bundles, some take six bundles of cut plant to the rupee; and whether it be from generosity that one confines himself to the lower rate, or from right that the other enforces the higher, it is understood that, generally speaking, ryots are never in a condition to relieve themselves from the balances written against them in the factory accounts.

6. But, as I understand, the connexion of the planter and ryot is not simply that of a cultivator working upon the advances of a capitalist. The planter is not and yet is the cultivator. He selects the land; he directs and compels the ploughing, and the sowing, and the weeding. The land is "his cultivation;" and the ripened crop is cut for his vats. Unquestionably, by the energy and attention of the planter, the land is likely to be better tilled and the crop more productive; but it is more in place to consider whether the interference which he exercises and the rights he asserts, are compatible with his abnegation of the responsibility of a cultivating farmer; with the freedom and rights of the ryot, and with the adequate remuneration of the ryot's enforced, but possibly, judiciously directed labour. An advance of two rupees a beegah cannot justify the assertion of every sort of right; nor is it, in any fair sense, a measure of the ryot's duty to labour, or of the remuneration of his labour and of his expenses additional to his own labour. Rather is it the reverse of the acknowledged remuneration of an exacted or required service; for to whatever extent the crop fails, the labour is practically disavowed, and the money paid in anticipation is written back as a debt against the ryot. It seems to me that it is only by treating the subject in this form, that the admitted unwillingness of the ryot to grow indigo can be thoroughly understood. Probably his unwillingness is not feigned, and I feel deeply the importance of giving a definite, if it were a true, expression to his objections.

7. Again, it is universally assumed that in this district ryots do not retain more than a half, or a third, or less than a third, of the advances ostensibly paid to them. The chief or a large portion is absorbed by the factory omla, public officers, European and native, native residents of the district and others, speak of this as a fact which they believe, though possibly not one party so speaking can specify any case falling within his individual knowledge. Public report

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may be as exaggerated as it is indefinite. Necessarily a good deal depends upon the planter's personal supervision at the time his money is distributed, and it may be feared that the most commendable efforts of the planters who distribute their own advances, are, to some extent, defeated by the mean peculation and unconscientious and faithless fraud of dependents from which they, no more than the public departments of the State, can reckon on being exempt. My attempt to explain the reasons which possibly determine the ryot's aversion to grow indigo, would be incomplete if I omitted this misappropriation of his advances. It is by the advance that the contract is professedly constituted; and obviously the countenance and aid to be given to that contract by the law, should be materially affected by our assurance that the ryot fully received, or was responsible for not fully receiving, the consideration stipulated in his agreement.

8. I do not know to what extent the advance consists partly of cash and partly of unliquidated balances of past years. I have seen cases in which the advance, expressed in a renewed contract, consisted wholly of the balance of an account. I have seen a case in which, for the cultivation of 3¼ beegahs, the advance consisted of eight annas cash and 6-8 rupees of old balances. Generally, I apprehend, the entire advance is cash; this is a point, however (as indeed are many others), upon which I do not possess exact or sufficient information; but even the exception to the general rule must be deplored which would invoke the aid of a penal law to enforce the labour of a ryot for the adjustment of an old and an unchecked debt.

9. Here, as in Pubna, there is the same striking unwillingness on the part of the ryot to cultivate indigo, and on the part of the zemindar to let indigo be cultivated. From both parties, over all, floats a shadow of dissatisfaction, which, however it may veil the nature and force of underlying interests or passions, is itself palpably manifest. Both say, We do not want it, we would rather be let alone; but practically both accede, one to the cultivation of the repudiated crop, the other to the sub-letting of his estate to the proprietors of factories. But they say more; they say they act under constraint, and are unable to abide the issue of an unequal struggle. No one more than myself abhors dishonesty, or the exertion of malicious influence, from whomsoever it proceeds. I have nothing to say in favour of ryots who accept advances only to embezzle them, or of zemindars who, for selfish and fraudulent ends, instigate the evasion of the mutually beneficial and mutually acceptable engagements of planters and ryots; but I cannot convert dissent into fraud, nor can I presume that the profits of a favourable speculation are, in the eyes of zemindars and ryots, to be derived, not from carrying the speculation to a completion, but by contenming the crop and incurring the perils of misappropriating the planter's advances. Mr. Beaufort states, but does not attempt to account for, the motives of zemindars in instigating ryots to evade their indigo agreements. In this district such interference is comparatively rare; but supposing it were not so, and that the fact is as asserted, it cannot be without a purpose that zemindars oppose the cultivation of indigo. Indeed they can assign no stronger reasons than the Pubna ryot himself assigns, that indigo is a losing crop; but besides, the Pubna zemindar may be influenced by other motives, which it is as just as it is important to ascertain. That the zemindar should seek a share in the ryot's advances for the adjustment of his rent, is not censurable. Probably, when the advance is made, seven or eight months of the revenue year have gone. The advance is all that the landlord sees in the shape of harvest to cover his claim; and when the real harvest is cut well into the second year, far from yielding rent to the zemindar, it may be, and often is, largely insufficient to balance the planter's pre-payment to the ryot. And surely in the mere matter of misappropriating advances upon which Mr. Beaufort lays so much stress, and which it is the express purpose of his letter to bring within the cognizance of the criminal law, the remedy is in the hands of the planter. Let him not advance at all. He knows that zemindars and people are unmistakeably averse to the engagement he binds the ryot by. Let then the ryot cultivate his land in his own way, with indigo if it be profitable, and with advances, if advances be desirable to him, paid at the risk of those who are willing to accommodate him. It is the business of the legislator to exhaust, not to increase, the opportunities from which spring public crime.

10. There

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10. There is no advantage in an advance itself. It is notoriously an expensive incumbrance. A ryot who, from his own resources, pays his rent, supports his family, and cultivates his rice, his dal, his jute, and his oil seeds without advances, is far more prosperous than a ryot who cannot do the same things without borrowed money. It is not the apparent temporary convenience that the ryot's profit for the year begins and ends with. To be sure in indigo the advance is too often the ryot's whole harvest. But I speak just now of the general uses of advances, upon which there is much misapprehension. It is not the advance, but the completed harvests of the whole year, that determine the prosperity of the ryot. He is not prosperous, he is not benefited, if the debt scored against him exceeds the crop which he is supposed to have reaped. And, again, the advance is itself nothing, except it be the representative of rent and food and wages; and more happily these sources of wealth may be permitted to represent themselves. Without an advance, as with an advance, a ryot may buy cattle, till his land, and pay his landlord's rent; but this is all outlay on his part, a means to an end; and it is by measuring his in-coming crop only that we can congratulate him or his country upon the resources he is supposed to be the instrument of developing. An exhausting crop may impoverish the people as well as the soil.

11. The superfluous assistance of an advance when it is not needed, is too much confounded with the useful ends it is calculated to promote when it effectively works up waste land, or encourages the people to adopt a more remunerating agriculture. But neither of these conditions applies, in a general sense, to indigo. Hear what the Pubna ryot says: He says he is prepared to cultivate his own land; it will not therefore lie waste by the withdrawal of the planter; and what is more, he is persuaded that the products he will himself cultivate, will pay him better than indigo. Under such circumstances, it is a striking scientific error to commend or justify the employment of advances. Capital superfluously spent is mis-spent; and labour misdirected is lost and wasted. I need not say that I do not depreciate the value of indigo. To some it is a source of great gain. And I do not doubt that even the ryot's reluctance to cultivate indigo may be conciliated, and the zemindar's opposition overcome, by the recognition of the ryot's right to retain a profitable interest in the produce.

12. It is not clear how much of the rescinded provisions of Regulation V. of 1830, Mr. Beaufort proposes to re-enact; I suppose only section III., which embodies the offence amenable to the magistrate; but this section is confined to the omission to sow or cultivate indigo, while in the second paragraph of his letter, Mr. Beaufort speaks of the fraudulent transfer of a crop, as if non-delivery were by the same law a punishable offence. But it seems to me impossible that the Legislature should confine itself to the re-enactment of the rescinded provisions of Regulation V. of 1830. This would resemble far too closely the recognition of a *nudum pactum*, whereby all the obligation should be on one side, and all the protection on the other. It seems to me that, in affording summary facilities for the cultivation of indigo, we are bound to be satisfied, both that we do not aid blindly an unacceptable and inequitable engagement, and that the planter should fulfil his part of the stipulation under the same penalties that we suspend over the ryot. Let it be that the ryot is bound to cultivate what he agrees to cultivate. But there is more to be seen than that; is his agreement free; is his advance fairly enjoyed by him; is he made to sow land measured by the common standard; and as to the delivery of his crop, shall he be required to deliver plant at the rate of four bundles for the rupee, as accepted in one factory, or six bundles to the rupee as taken in another—an immense difference to the ryot; and who, under the provision of the law, shall see which rate is most equitable, and that neither is exceeded?

13. In fine, I think that those who are interested in the cultivation of indigo should, for the legitimate promotion of their objects, look to the good-will and to the prosperity of the people, and not to the special encouragement and countenance of exceptional laws.

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From *J. S. Torrens*, Esq., Sessions Judge of the 24-Pergunnahs, to the Secretary to the Government of Bengal (No. 11, dated 15 January 1855).

Sir,

Dated 14th December 1854, No. 3079.

I HAVE the honour to acknowledge the receipt of your letter, with enclosures, as per margin, and to submit for consideration of the Honourable the Lieutenant Governor what appear to me the principal objections to the recommendation contained in the letter of the Joint Magistrate and Deputy Collector of Pubna, of the 26th October, No. 90.

2. The primary ground on which the re-enactment of the penal provisions of Regulation V. of 1830 is advocated is, that a civil proceeding is so tardy, that to be secure from pecuniary loss, by the evasions of contracting cultivators, the planter is liable to be compelled to resort to physical force; that is to say, a breach of the peace and defiance of the law. This reason seems one of the worst possible which an effective Government could acknowledge as the ground of a special law in favour of any particular class or body of speculators; and though, no doubt, the tardiness of civil proceedings is very great, the evil has of late been materially remedied by improvement in the law, and in the character of our native judges, and these improvements are still progressing. Like objections to the English civil courts have long existed, so much that "tardiness in obtaining redress and extravagance of justice in them" are assigned grounds for recent changes made, but never have been taken as grounds for special penal enactments on behalf of particular classes. That my remarks on this head may not appear inapplicable, I may mention that I have known instances of appeals from the judgments of Moonsiffs being decidedly nearly, if not within the time that investigations on appeals in Act IV. cases have been pending; and it should by no means be supposed that the desire of having what are really civil questions disposed of summarily in a criminal court, is solely attributable to the true and admitted objections to the procedure of the civil courts.

3. Further reasons assigned for the advŏcacy of special provisions in favour of the planter are, that the causes for which the law was repealed are not apparent, that there were no abuses practised under it when in force, and that the body of planters contains many high-principled gentlemen, who would not be guilty of abuse. On these I may observe, that one reason for the law having been repealed may perhaps appear in the 4th para. of the Joint Magistrate's letter itself, as it is there stated that the enactment was had recourse to under the then special position of the body, in which position it is not pretended they are now placed. Next, I do not think that it can be admitted that the law was not abused, as compulsory advances prevailed to the greatest extent, whilst the aid and provision which the law contained for calling in such a corrupt police, as the class of the natives from which they must be taken leave at disposal, placed the ryot wholly in the power of the planter and his people, and even, from the very system, led to affrays betwixt him and the zemindars, the more outrageous and complicated from the interference of the police, which the law was framed to admit of. This, I apprehend, was also a reason for the repeal, as well as the circumstance of the Legislature having placed the European planter, in respect of the tenure of land, on a footing with other classes.

4. I quite admit, as well as the Joint Magistrate, that the body of planters contains gentlemen of excellent principles and conduct, who would not abuse privileges given them; but though this be the case, I believe they have very generally to entrust their affairs, and the matter of advances in particular, to a very licentious and unscrupulous class of natives; and that the body of planters, even where the best intentions exist, are much in the hands of such a class as I describe, is, I think, undeniable.

5. Another reason assigned for the re-enactment is, that it is to the zemindars only, not the ryots, to whom indigo cultivation, as now carried on, is distasteful. I am not of opinion that this is the case, and indeed, the latter part of the paragraph in the Joint Magistrate's letter, which represents the above, would appear contradicted by the close of the same, as in the words noted in the margin.* It is,

* "There is no doubt but that he has, whether reasonably or unreasonably, *a great aversion to indigo*."

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is, I submit, but right that a ryot should be allowed to cultivate his own holding as he pleases; but once he has received advances, the agents of the planters seek to deprive him of this option, and to allot and parcel out the land for their own objects. No ryot can wish only to cultivate indigo, and when he really takes advances, an obligation of cultivation of any spot in his holding is not either what only he himself willingly will agree to, or what his landlord, exercising only a legitimate influence, is disposed to encourage him in. These circumstances leave it the more desirable that the performance of the contract should be enforced only by civil proceedings, and if voluntary contracts only are those which are complained of as habitually broken, looking on such contracts for indigo cultivation like all other similar contracts, it seems inconsistent to seek to repeat * the advance to a party who has once failed in contracts he had engaged for.

6. The difficulty of planters obtaining land of their own is another reason on which the Joint Magistrate's recommendation is based. On this, and his remarks on the point, I observe that it is natural, and what is the case in all countries, that existing landlords should desire to retain lordship over their own lands as long as in their power; and if planters wish for land, they should of course pay the price it will bring, and ought to be encouraged to seek to do this, or to establish wholly amicable relations with the zemindars and ryots, rather than force advances where it must be known that they are distasteful to either one or the other; so I believe planters who have thriven best in the end have done, and with others, desire of rapid and sudden profits on cultivation (on however litigated a tenure, and however extended, so it offer prospects of a sudden and inordinate profit) lies at the root of the evil, and is the system which has, in fact, mainly originated and continued both the distaste which exists on part of the natives to the culture, and the outrages which are the result.

7. In respect to what is represented by the Joint Magistrate, in his 11th paragraph, as to the proposed Affray Act forming another ground for the re-enactment he advocates, I submit that the proposed law appears to me as calculated to afford protection, not the reverse, to steady and peaceable planters of the class I have referred to in the foregoing remarks; and that eventually they will acknowledge this when the new law has been under operation; and thus, instead of its enactment calling for an accompaniment of the special and unusual penal provisions contained in Regulation V. 1830, it will, in my mind, do the contrary.

8. I have only now to notice the precautionary measures of registration proposed in support of the expediency of the re-enactment, and to state that a regular and well-contrived system of registration would undoubtedly be a great protection to, and prevent litigation respecting, all contracts; but if such a measure is adopted, so far from its being a reason for special provision for any class, it should be the reverse, and should be extended to all, though, I trust, never under such agency as has been provided in the Mofussil for the sale of distrained property, one similar to which the Joint Magistrate proposes should be partly employed.

From *G. U. Yule*, Esq., Officiating Judge of Rungpore, to *A. W. Russell*, Esq., Under Secretary to the Government of Bengal (No. 4, dated the 20th January 1855).

Sir,

I HAVE the honour to acknowledge the receipt of your letter, No. 3079, of 14 December last, with enclosures, requesting my opinion on Mr. Beaufort's suggestions regarding the re-enactment of a law for summarily enforcing the performance of contracts entered into for the cultivation and delivery of indigo.

2. Granting that exceptional legislation of this nature, to the extent of rendering

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* *Vide* close of the 16th paragraph of the Joint Magistrate's letter.

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dering the breach of a civil contract punishable as a criminal offence, is allowable in certain cases, it is necessary, on asking for such legislation in any case, to show some good ground for departing from the general principle of law; and I do not think any such ground is shown by Mr. Beaufort. He states that the passing of the law of 1830, probably saved indigo property from utter destruction, yet that there were few complaints and convictions under it; that it was supposed to have kept matters quiet; no complaints were made against it, and its rescission (in 1835) has led to a full harvest of quarrels (paras. 4 and 5); that the civil remedy being tedious and expensive is not had recourse to, physical force being found preferable (para. 7); that the ryots can find no advantage in the breach of contract to which they are instigated by the zemindars, and yet that these ryots, who are always glad to take advances, have, reasonably or unreasonably, a great aversion to indigo, believing that there are many crops which yield a more certain as well as a larger profit (para. 8); that the ryot, backed by the zemindars, does not cultivate, and the planter to save himself must either use force, or buy over the zemindar and his agents, or take farms of the villages at losing jummas (paras. 9 and 10); that for the sake of peace, the zemindar's exactions are generally consented to (para. 11); but some zemindars are not to be so pacified (para. 12); and finally, that farms, even attended with a loss on the rent, are generally desirable, on account of the profit accruing in freedom from quarrels, and in the power which a farmer has over the ryots.

3. Without disputing any of these statements (though some of them certainly admit of dispute), I may fairly say that there is nothing in them to show the specialty in indigo contracts which renders a summary penal law to enforce their execution more necessary than in the case of contracts for other products of the soil. The great crops of Bengal rice, sugar, silk, fibres, oil seeds, &c., are advanced upon to an extent to which Indigo advances can bear no comparison; the advancers would, doubtless, be glad of the aid of a summary law, but still the ryots generally fulfil their contracts without being compelled to do so either by bands of armed men or bribed zemindars. I fully allow that the necessity of keeping up extensive buildings and a large establishment renders a breach of contract by the ryot more injurious to the planter than it is to the advancer on produce which requires no manufactory process to fit it for the market, but that is no reason for changing the law in his favour, and if it was, it applies to silk, sugar, lac, and other branches of trade as well as to indigo planting. But in all these trades there is no general complaint that the ryots will not fulfil their contracts; why should indigo planting be an exception? I believe there is only one answer to that question, and that is in Mr. Beaufort's words, because the ryots, reasonably or unreasonably, are averse to indigo, believing that there are many other crops which yield a more certain as well as a better profit. I cannot account for the universal dislike shown to indigo by the cultivators in any other way. I cannot show in figures that indigo is less profitable than other crops. The ryots believe that it is so, and they ought to know best. They take the advances under pressure of some kind or other, and having satisfied the present necessity, endeavour to escape from what they know to be a losing contract. The mere fact that an indigo concern can afford to pay large sums to a zemindar to induce him to refrain from opposition, shows that there is not fair unconstrained dealing between the planter and the ryots. In the outset of a new speculation, the parties who first enter on it, or in case of a monopoly, the monopolists may make a profit far exceeding that of those with whom they deal, or the ordinary average of mercantile profits, but as soon as any branch of trade becomes open, and all are free to enter on or to refrain from it, the profits become pretty fairly equalized among all engaged in it; and no one will continue it who does not get a fair share; but here is a trade carried on for nearly a century, where one party is enabled by his profits to pay largely, in addition to a most expensive agency, one or more third persons, not for doing anything to help him, but merely that they may do nothing to oppose him, while the other party cannot be persuaded to remain in the trade by almost anything short of actual force. In buying off a zemindar, I consider the planter simply purchases the power of turning his ryots, so far as indigo is concerned, into slaves, who are expected to work not only without any share in the profits of their work, but at a real loss unless we are to deny

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deny to the ryot the power of judging for himself as to what crop pays him best.

4. The zemindars or their agents often doubtless encourage the evasion of indigo contracts. They think the cultivation unprofitable to their ryots, who they know detest it, and they dislike the influence which a planter acquires in their estates, and the check which he more or less, according to his character, puts on their misdeeds; but I believe their general reason for opposition is, that they find it profitable; the planter for his own interest must give them a share of the profits he makes out of the ryots in their estates.

5. Formerly the unwilling ryots were compelled to cultivate by the fear of violence; then it was found better to pay the zemindar; now it is thought the magistrate will be cheaper than either; but I trust no law will ever be passed to increase the profits of indigo planting by oppressing still more those who suffer enough already. I have had many intimate and most esteemed friends among the planters, and have some still, and I like them as a class. I know they do not believe that the ryot is unfairly treated, and it was with no pleasure that I long ago found myself forced to come to that conclusion.

6. I have omitted to mention a difference between contracts for indigo plant and those for other produce which may have some little effect in adding to the ryot's dislike of indigo; by the terms of an indigo contract (I speak under correction), and, indeed, often by the very necessity of the case, the ryot must give the whole of his indigo plant to the factory at the same fixed rate; in contracts for other produce the ryot only agrees to repay the advance with interest, &c., in cash or in produce, at a fixed or the market rate, while all the surplus is his own to dispose of as he pleases.

From *W. Taylor*, Esq., Judge of Shahabad, to the Under Secretary to the Government of Bengal (No. 16, dated the 25th January 1855).

Sir,

With reference to your letter No. 3079, dated 14 December 1854, with its enclosures, requesting me to give my opinion in regard to the suggestions of Mr. Beaufort therein contained, I have the honour to observe that I cannot bring myself to assent to the expediency of the measure proposed.

Exceptional legislation for the benefit of a class is so directly at variance with all sound principles of government, that however expedient it may appear at a particular time, a prudent statesman will, I conceive, always view it with disfavour.

But when it is proposed to convert a civil wrong into a crime for the advantage of a mere section of the community, the objections to it are immeasurably enhanced; and in my humble opinion, nothing but imperative necessity, or a great and unquestioned public good, could justify even the consideration of a measure so repugnant to the spirit of modern law and universal justice.

I have had but little experience in dealing with the disputes which Mr. Beaufort refers to, but it appears to me that a more legitimate mode of enforcing the contracts between the indigo planters and ryots might be devised by rendering the civil process actually, instead of nominally, "summary," and (to prevent the judgment when given in favour of the planter from being nugatory), by giving him a lien on the produce of the ryot's field, whatever it may be, on proof of such ryot having taken an advance for the cultivation of the said field with indigo.

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From *George Loch*, Esq., Officiating Judge of Purneah, to *A. W. Russell*, Esq., Under Secretary to the Government of Bengal (No. 27, dated the 21st January 1855).

Sir,

I HAVE the honour to acknowledge the receipt of your letter of the 14th December 1854, No. 3079, with its enclosures,* and in reply, beg to state, that owing to the peculiar circumstances in which the planter is placed, some peculiar provision for his protection as regards indigo contracts should be made. Were he subject to loss only through failure of crops, or the ordinary neglect of ryots to fulfil their engagements, he ought to be left to protect himself as in other contracts. But where the breach of contract arises, as it does in most instances, through the influence of third parties whom he cannot reach, some more effectual means of protection and redress should be provided than are afforded by the ordinary process of law. Even with a decree in his favour, the planter does not get redress. He never can recover from the ryot the value of the produce lost to him by the ryot's breach of contract, and very seldom is he able to recover the amount of his advances; and what a process he has to go through before he can obtain a decree, and when obtained, how difficult to execute it effectually and speedily.

* Copy of letter from Commissioner of Rajshahye, dated 3d November 1854, to Secretary to Government of Bengal.
Copy of a letter from Joint Magistrate of Pubna to Commissioner of Rajshahye, dated 26th October 1854.

2. Suppose no obstacle to the trial of a suit in the Court of First Instance to exist, the case might be disposed of in three months.. Then comes an appeal, which, owing to the number of cases on the file, and pressure of other business, cannot be heard for months, and when brought up is liable to be remanded for re-trial, and further time is lost. If the appeal be disposed of, there still remains a special appeal, and the facility with which this is admitted, renders the temptation to make it very strong; and if the ryot be under the influence of third parties, anxious to injure the planter, this appeal will doubtless be made, perhaps not so much with the hope of getting the original order reversed as to cause delay, and to prevent the planter taking steps to execute his decree. It may be said that, as interest on the amount decreed is accruing, the planter really suffers no injury by the delay. But he does suffer, for the delay enables the ryot to dispose of all his property, and the planter finds nothing wherewith to satisfy his decree, and he is chary of imprisoning the defaulter as it only entails on him the further expense of his keep while in gaol. It may be said that alienation may be prevented *pendente lite* by attachment under Regulation II. 1806, but this attachment cannot be made without proof of intention to alienate, and it is very difficult to obtain proof of such intention by any overt act of the defaulting ryot.

3. Suppose, however, under the best circumstances, the suit is undefended, and the planter gets a decree in three months, and no appeal is made, and in execution he attaches the property of the ryot, consisting of huts, grain in store, crops on the ground, cattle, &c., what follows? Notification of sale is issued, and claimants spring up on every side. If the claims are rejected by the Moonsiff, then comes a summary appeal and with it delay. If the Moonsiff's order be confirmed, a further notification of sale is issued, and the right and interest of the defaulter in the property attached is sold, and what does it fetch—seldom sufficient to liquidate the amount decreed.

4. The above remarks are of course applicable to all suits brought forward in the Mofussil Courts, but there is this peculiarity in the transactions of the planter which tells hard against him. Contracts with ryots for the ordinary products of the earth are on a small scale, and the risk to the party making advances is not so great, and the ryot has generally sufficient property from which loss may be recovered; nor is there any undue influence employed to make the ryots break their engagements. But the planter is obliged to make large advances, and has no security but the good faith of the ryot, who is at the beck and nod of his zemindar or mahajun. He has a large interest at stake, and can never recover the loss incurred by failure of the ryot to meet his engagement. I may here instance the powerful influence a zemindar has over his ryots. When I took charge, as Magistrate of Nuddea, the Rajah of Berhampore had a quarrel with Messrs. Hills & White, and forbad the ryots to cultivate indigo, and not a man

for

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for miles round certain factories would take advances. I proceeded to the spot, examined many of the ryots, they had nothing to complain of, acknowledged that they received liberal advances, but said they would not cultivate indigo any more, though they had done so for years. Nor were Messrs. Hills & White able to make advances until they had taken the mehal in Putnee and paid a handsome *salamee* to the rajah. If the influence of the zemindar be sufficient to prevent ryots taking advances, very little exertion of that influence is, I apprehend, sufficient to make them break their contracts, and it is from the effects of this baneful influence that the planters ought to be protected, for they cannot, under any circumstances, obtain redress against the real party who causes their loss.

5. There is of course danger that the law may be abused if breaches of indigo contracts are made punishable as misdemeanors. The records of the criminal courts might be able to show whether the law, when in existence, was enforced frequently or not, and whether it was found to be much abused; false or groundless complaints might be made punishable by fine commutable to imprisonment, and the introduction of a system of registration might prove some protection to the ryots. Agreements are taken from the ryots at a certain season of the year. Any planter wishing to benefit by the law should be obliged to register all agreements at that particular season within a certain time after execution, and no prosecution should be allowed on an unregistered agreement. One point would hereby be gained. It would be clear that the deed was executed about the time it purported to be written, and was not prepared for the purpose of being filed at the time the prosecution was instituted. A sliding scale of registration fees might be introduced as per margin, and all prosecution should be brought forward within the year, or immediately after the close of the year, to which the contract relates. Considering the ignorance of the class of people who take advances, it might be expedient to limit the agreements to one year, and to prohibit the introduction of, or render nugatory, such clauses as the following:—"That if the advance be not covered by the quantity of plant delivered, the ryot will still continue to cultivate indigo." Such a proviso is easily introduced into the body of the agreement without the knowledge or consent of the ryot. I am averse to putting any unnecessary legal restrictions on contracts, and were the mass of the people at all educated, I would not make the suggestion.

If the amount advanced, or arrear with or without advance, do not exceed

Rs.		*a.*
10	fee	2
25	„	4
50	„	8
100	„	12

and for every 25 rupees above 100 rupees, 4 annas.

6. I would, in conclusion, refer to Section V., Regulation VI. 1823, which relates to suits for the recovery of indigo advances. The law requires that these cases should be disposed of as summary suits; but the law is almost a dead letter, because no advantage can be obtained under it. By the time the suit is decided, the ryot has absconded or disposed of all his property. The first process in summary suits for rent is the apprehension of the defaulter; might not a similar process be issued in suits for indigo advances, or else process for attachment of his property to satisfy the amount eventually decreed, false complaints being punishable by heavy damages?

From *H. Atherton*, Esq., Officiating Judge of Sarun, to *A. W. Russell*, Esq., Under Secretary to the Government of Bengal—(No. 41, dated the 2d February 1855).

Sir,

I BEG to acknowledge the receipt of your letter, No. 3079, of the 14th December last, with enclosures, which has lately reached me, requiring my opinion on the suggestions made by Mr. Beaufort for re-enacting a law for summarily enforcing the execution of contracts for the cultivation and delivery of indigo plant.

2. Mr. Beaufort considers that the original rule of Regulation V. of 1830 should be re-enacted, and he thinks that every facility should be afforded to persons engaged in a branch of commerce so beneficial to the country at large. He does not propose to make breach of contract for the cultivation of any kind of

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crop penal. He does not propose to legislate on any broad general principle. He does not say that any man deliberately evading a contract, freely entered into, is guilty of fraud, and therefore deserving of punishment in the criminal courts. He proposes a special law for protection of the indigo cultivation alone, and therefore I hold he was bound to show that there is some special iniquity in the evasion of an indigo contract, and that the indigo planter stands more in need of protection, and deserves it more than the petty mahajun, who advances money for the cultivation of rice or sugar-cane, or any other of the common crops of the country.

3. Mr. Beaufort remarks that indigo cultivation is beneficial to the country at large, and I readily admit that it is of immense value to the zemindars in particular, and to the Government, because the cultivation tends to raise the rent of land and to increase the general revenue of the country; but I deny that indigo cultivation does the ryot any good, and I maintain that, until it be proved that indigo cultivation is specially advantageous to the cultivator, special laws for the enforcement of contracts for indigo cultivation cannot justly be enacted.

4. I hold the indigo cultivation, carried on as it usually is in Bengal, to be a forced cultivation, and this I consider to be proved by the admission of every planter and of every other person I have ever conversed with on the subject; that no ryot, receiving an advance of say 10 rupees, would for his own profit grow indigo if allowed to grow any other crop. Mr. Beaufort himself, in the 8th paragraph of his report, allows that the "ryot has a great aversion to indigo," and why is this, but that the ryot knows indigo is not a paying crop? He will readily take the planter's money when he can get it, just as the planters themselves and their masters some years ago took money from the Union Bank, but then, having secured the cash, he will endeavour to evade a losing bargain because he feels that the honest performance of the contract will profit him nothing; and this is the reason, and the only reason, why the ryot having taken the planter's money is so easily led away by the zemindar or other party instigating him to the breach of his engagement. But is the planter deserving of pity? certainly not. He knows beforehand that nine ryots out of ten with whom he deals are rogues, that they will cheat him if they can, and he has therefore only to blame himself for putting himself in their power. He can easily protect himself. He has simply to keep his money in his own pocket and to hire land where he can get it, and to carry on the indigo cultivation by hired labour, if he thinks the cultivation will pay him. His case no more calls for any special protection on the part of the Government than does that of the native mahajun who advances money for rice or sugar-cane.

5. Mr. Beaufort's remarks as to the position of the planter in this country are perfectly true, and it is his position which places him generally at the mercy of those about him. He has seldom the right to the permanent occupation of more than thirty or forty beegahs on which the factory buildings stand; a large capital is sunk in buildings which are worthless without land. The native zemindar gives him land on which to build his factory, and then, having caught him in the trap, takes advantage of his position, as do Englishmen under the same circumstances, and demands a high price for any additional quantity of land he may allow him to occupy. He knows the ryots dislike the indigo cultivation on the usual terms, and he makes further profit from the planters by aiding them to break their contracts. The conduct of both ryot and zemindar is bad, but the planter has no reason to call on the Government to get him out of the difficulties in which he has voluntarily placed himself. Were indigo cultivation generally profitable, the ryot would as readily grow indigo as rice or sugar-cane, and backed up by the planter, would resist all interference on the part of the zemindar. It is not, generally speaking, possible, and therefore he is willing to turn against the planter. I say the cultivation is not generally possible, because under certain rare circumstances, it can be carried on without difficulty, but that is only when the ryot has a good master, and is only called on to give up a small portion of his land for indigo. Factories in Bengal have so multiplied that the planter cannot be satisfied with a small portion of the ryot's land for indigo, and therefore affrays constantly take place in the attempt to compel the ryot, either to give up his land for indigo or to sow lands for which he has received advances.

6. Should the Government for the benefit of the planter, pass a special law for

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for the protection of indigo cultivation, Mr. Beaufort's suggestions in regard to the registration of deeds should be attended to, but being opposed to any such law I need not enlarge on the details which might be required in carrying it into operation.

From *C. Steer*, Esq., Judge of Backergunge, to the Secretary to the Government of Bengal (No. 31), dated the 7th February 1855.

Sir,

I HAVE the honour to acknowledge the receipt of your letter, No. 3079, of the 14th December 1854, with its enclosures, relating to the expediency of re-enacting a law for summarily enforcing the execution of contracts for the cultivation of indigo.

2. I am utterly averse to the system of indigo advances as it now prevails, and consider that it should be discouraged rather than facilities should be given to extend it. None but a planter would deny that the cultivation of indigo was not profitable to the ryot. Is it for Government to encourage such a system? Make the cultivation profitable, and the ryots will of their own free will and accord, and without the enactment of special laws, enter into contracts for the cultivation of indigo as readily as they will any other sort of produce, and will be as little likely to break their contracts as they are when engaging for the cultivation of any other sort of produce.

3. Every honest planter will admit that no ryot will take an advance unless he is in the last extremity, and that none ever get out of the planter's books who are once in them. The reason of this is plain, indigo cultivation is ruin to the ryot. As well might Government give countenance and support to the usurious mahajun as to the planter as he now deals with his cultivators. Both planter and mahajun act in the same way, both take advantage of the ryot's necessities, and both derive a usurious profit from their dealings. Let the planters allow to the ryots a fair share of the profits they themselves derive, and there will be no complaints that the ryots are eternally breaking their contracts. The natives are not slow in perceiving where their interest lies, and the date cultivation is an example how readily they will adopt the cultivation of an article from which a profit is likely to be gained, and they are not deterred by the knowledge that years will elapse before they obtain the slightest return. If the ryot received from the planter a price for the plant he delivers, that would enable him to stand the loss of a bad season occasionally, he would with greater readiness cultivate indigo than he now does the date tree and the sugar cane, and it is solely because there is no reciprocality of advantage that the indigo cultivation is so much detested. As the planters, then, have it in their own power to remedy the evil they complain of, they should be told to apply that remedy; and a hateful and an unfair system, such as the system of advances now is, should never in my opinion meet with any support from Government.

4. It may well be questioned how far indigo cultivation, carried on as it is now, is really beneficial to the country. A planter spends a great deal of money; he gives employment to a great number of persons; his residence in the country is in many ways beneficial to the neighbourhood in which he dwells—these are all obvious advantages; and it is also very true that in indigo districts many a zemindar gets a good rent for his estate from the planter, promply paid, where he formerly found it difficult to collect a small and precarious rent. The profits to the planter on his indigo enable him to pay a rent above what he can himself collect. But if, as I have not the slightest doubt, that the indigo has been obtained on a system ruinous to the planter's tenants, then, however valuable indigo may be as an article of commerce, it would be better for the sake of the ryots if there was not a stick of indigo in the land.

5. So difficult is it to get lands for indigo that the planter finds it necessary to admit into his partnership the lord of the soil. To him he gives in the shape of enhanced rent the profit for indigo, which in fairness belongs to the ryot, and the planters have only to give that share to the ryot to make the cultivation of indigo as popular as it is now the reverse, and they will then not need to lease

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lands at an unfair rate, only that they may have their indigo cultivators more under their thumb.

6. As planters only, planters do not benefit the country. As planters they certainly introduce a crop which is highly remunerative, but they take all the profit themselves, and keep the cultivators poorer than they would be if allowed to cultivate the poorest description of produce. Planters, who are also zemindars, have two things to look to, their indigo and their ryots. These are the men whom we may look to be a real blessing to the country, for their interest as proprietors of the land makes them careful to protect the ryots, and they cannot push indigo cultivation to a ruinous extent, as regards the ryots, without suffering in a like degree themselves. In their hands, a law making the breach of indigo contracts criminal would be as little abused as it would be little used. But the planter who only holds land that he may compel his tenants to raise indigo for him, is not one whose power over the tenantry ought to be strengthened. He cultivates indigo upon usury, and like every other usurer should be left to the remedy of the civil court.

7. It will not be deemed out of place to mention that I consulted Messrs. Hampton & Reily on the subject of Mr. Beaufort's letter, as they have both had considerable experience in indigo districts. Their opinions and those above expressed are identical.

From *G. C. Cheap*, Esq., Sessions Judge of Rajshahye, to *A. W. Russell*, Esq., Under Secretary to the Government of Bengal (No. 8), dated the 17th February 1855.

Sir,

I HAVE the honour to acknowledge the receipt of your letter, No. 3079, of the 14th of December last, with its enclosures, calling on me to report my opinion on the suggestions made by Mr. Beaufort, the joint magistrate of Pubna, for the revival or re-enactment of Sections II. and III., Regulation V. of 1830.

2. These sections were, I believe, rescinded, with reference to the orders contained in a despatch of the Honourable the Court of Directors, dated so far back as the 10th April 1832. The reasons given by the Court were embodied in the 32d, 33d, 34th, 36th, 37th and 41st paragraphs of their letter; and, in my humble opinion, are so conclusive against the re-enactment, that I do not see how such penal rules for breach of civil contracts could ever be sanctioned by the Legislature.

3. Though none of the gentlemen who signed the despatch are now in the Court, there can be little doubt that the present members of the Court would unanimously subscribe to the opinion recorded by their predecessors.

4. I would also beg leave to remark, that in this age of "free trade," no special penal enactment for breach of contract for the manufacture of indigo would ever have the sanction of Parliament, before whom all Acts of the Indian Government have, I believe, to be laid.

5. For the above, and other obvious reasons that I do not think it necessary to state, as it would only be useless occupying the time of his Honour the Lieutenant Governor, I am against the re-enactment of the rules of Regulation V. of 1830 rescinded.

P. S.—The whole of the correspondence that took place relating to indigo manufacture appeared in a Blue Book, published in 1833, and at my suggestion was reprinted by Messrs. Thacker & Co. in 1834. The pamphlet is entitled "Papers relating to the Settlement of Europeans in India; republished from the Parliamentary Reports, by W. Thacker & Co., Calcutta," and may still be obtained from them; if not, I shall be happy to send you the copy I have.

From

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From *D. I. Money*, Esq., Judge of Moorshedabad, to the Secretary to the Government of Bengal (No. 89), dated the 26th March 1855.

Sir,

I HAVE to apologise for the delay which has occurred in the submission of reply to your letter (circular), No. 3079, dated 14th December 1854, forwarding copies of letters, as per margin, and requesting my opinion regarding the re-enactment, as recommended by Mr. Beaufort, of Sections II. and III. of Regulation V. of 1830, for the purpose of enforcing the execution of contracts relating to the cultivation and delivery of the indigo plant.

Letter from Commissioner of the Rajshahye Division, No. 402, dated the 3d November 1854, to the Secretary to the Government of Bengal.

Letter from the joint magistrate and deputy collector of Pubna, No. 90, dated 26th October 1854, to the Commissioner of the Rajshahye Division.

2. It does not appear to me that Mr. Beaufort has shown good cause for the re-enactment of the sections above-mentioned, which, although no reason was given, were probably repealed by the Government, as pressing hardly upon the ryot, and giving too much power to the planter. It was a power which was not possessed by those who had vested rights in land, the proprietors of the soil, and should only be delegated by the law to those who speculate in one branch of the commerce of the country upon clear and undeniable proo f of exigency, and not "merely to keep matters quiet."

3. It is a common notion, I believe, in almost every district that the ryots are averse to the cultivation of indigo, and that the agricultural community have suffered much from its cultivation. To what extent this is true could only be ascertained by a commission of inquiry. As far as my experience goes, there is little or no aversion on the part of either the ryot or the zemindar to the cultivation of indigo on alluvial lands, because they do not yield other crops in greater abundance, and such aversion only exists, and excites in the end opposition and violence, when the planter is determined to sow indigo upon soil which the ryot believes would give him an exuberant crop, and pay him better if sown with paddy, or any other seed. Though in many instances, for no just cause whatever, the zemindar may instigate the ryot to a breach of his contract, and deserves punishment; yet, in cases like the above, where the contract is forced while the aversion exists, the natural consequence is opposition, and the zemindar becomes the ryot's protector.

4. The object to be attained under the proposed re-enactment is compensation for injury, and this can be more speedily and less vindictively attained by altering the civil law than by re-enacting a penal one.

5. Redress by summary suits is insufficient. I would lessen the period of 20 days fixed for serving summons to defendants under the provisions of Clause 2, Section III. Regulation VI. of 1823, to 10 days, and I would amend Section V. Regulation X. of 1836, which gives power to judges to make over summary suits relating to indigo for trial to the Principal Sudder Ameens and Sudder Ameens, by providing that indigo planters should be allowed to institute suits, according as they may value their claim, direct in the Courts of the Principal Sudder Ameen, Sudder Ameen and Moonsiff, instead of by the slower process of transfer by the judge.

6. By Clause 4, Section V. Regulation VI. of 1823, the amount of penalty in breaches of contract, owing to accident, is regulated. If to every contract was attached, as a penalty for its infringement, an estimated amount of damages, fixed either with reference to the advances to the ryot or the quantity of land contracted for, the planter, in a summary suit, would realise the full amount of his losses. Without some such provision, it would at any rate take time, even if it would not be difficult, upon the institution of a summary suit, to ascertain the amount of damages, and delay would ensue in recovering the amount and awarding the same to the planter.

7. Mr. Beaufort states that "the civil prosecution of a large number of ryots involves a large expenditure, the greater portion of which can never be recovered."

Section VI. Regulation VI. of 1823 provides for indigo suits by the same process as suits for arrears and exactions of rent. Section VII. of Regulation VIII.

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of 1831, regarding summary suits for rent, provides that summary claims preferred under Section IV. of that Regulation, shall be written on paper bearing a stamp of one-fourth the value which would have been required in a regular suit, in spite of which, in summary suits connected with the Civil Court, the stamp value sometimes exceeds the value of the claim. The latter part of that section, authorising collectors to take a plaint on eight annas' stamp, where a party is unable to pay the price of the prescribed stamp, should be also extended to summary suits for indigo.

8. If, when the plaint is proved, the planter can obtain a decree with costs, and in execution realise the amount decreed, with interest and costs; and if by expediting the summary process, and lessening the expense, he can both speedily and cheaply obtain compensation for his losses, there is no reason to apprehend that affrays would be the more frequent consequence of the planter's going to law, and seeking its redress under such provisions, than if the stringent repealed statutes alluded to were re-enacted.

9. Very few contracts have been registered under Clause 1, Section III., Regulation XX. of 1812, although the cultivation of indigo has increased. I concur with Mr. Beaufort in his opinion regarding the register of contracts, and the period at which they should expire. But I see no reason why they should not be, under careful provisions, registered by the moonsiffs as well as by the magistrate, deputy magistrate and collector, and also by the pergunnah cazees, under Regulation XXXIX. of 1793, on the payment of certain fees which might be fixed.

From *J. C. Dodyson*, Esq., Magistrate of Rajshahye, to *A. W. Russell*, Esq., Under Secretary to the Government of Bengal (No. 3), dated the 3d January 1855.

Sir,

I HAVE the honour to acknowledge the receipt of your circular letter, No. 3079, of the 14th December 1854, forwarding a copy of Mr. Beaufort's report on the expediency of re-enacting a law for summarily enforcing contracts for growing indigo entered into by the planters with the ryots, together with a copy of Mr. Gouldsbury's letter on the subject, and requesting me to give my opinion on the matter in question; and, in reply thereto, to inform you that I most fully concur in what Mr. Beaufort suggests, and for like reasons to those fully given by that officer; for I consider that the re-enactment of Sections II. and III. of Regulation V. of 1830 would go a great way in preventing those affrays with the ryots, of which the zemindars are the main instigators. I am also of opinion, that all contracts of this description ought to be immediately registered by the persons themselves, and at the smallest possible expense to the contracting parties, and should not be held valid in any court unless so registered; nor should these contracts be enforced beyond the current year, for if held valid beyond that time a door would be opened for oppression.

I consider the law as it at present stands, by referring the planter to a civil suit, gives him no protection whatever, for when a ryot agrees to cultivate, say 10 beegahs of indigo, he generally receives an advance of 20 rupees, or two rupees per beegah, giving no security after the vexatious delay which at present is inseparable from a civil suit, if he obtains a decree against the defaulter, finds that the whole property of the ryot is not worth half of the original sum advanced to him, not to mention the costs of the civil suit.

Such being the case, I consider that what Mr. Beaufort advocates, if carried out, would be of immense benefit to all indigo planters, without in the least degree being a source of hardship to the zemindar or his ryots.

From

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From *H. B. Lawford*, Esq., Officiating Magistrate of Nuddea, to the Under Secretary to the Government of Bengal (No. 31), dated the 12th January 1855.

Sir,

I HAVE the honour to acknowledge the receipt of your circular, No. 3079, dated the 14th ultimo, and its enclosures.

2. In reply thereto, I beg to inform you that I consider that the re-enacting of the law for summarily enforcing the execution of contracts entered into for the cultivation and delivery of indigo would be a beneficial measure, provided that a stringent law were enacted to prevent its abuse, and to protect the cultivators of the plant.

3. Act V. of 1830, before the repeal of the two first sections, was altogether in favour of the planter, and left the ryot entirely at his mercy, for, of course, the planter could make the ryot take advances to any amount, and after that have him punished, in the event of his refusing to sow his land with Indigo.

4. Now there is no doubt that ryots generally object to the cultivation of indigo. In the first place, when the advances are given, the ryot receives the money with his own hand, but before he has left the compound of the factory he has been mulcted of the best part of it by the factory servants, so that he is not much better off when he leaves the factory than when he entered it. I do not see how this can be put a stop to, for though many planters make the advances to the ryots with their own hands, they say that they know the factory servants take a certain part for themselves from the ryots immediately the money is paid.

5. Then again indigo is not a crop which pays, as any honest planter will allow; and very often, so far from paying, it is a dead loss to the ryots; this being the case, their antipathy to the crop is not to be wondered at; moreover, if in a bad season, the ryot who has received advances cannot produce a sufficient crop of indigo to cover those advances, the sum in which he is indebted to the factory is carried on under the head of advances to him, although he may receive nothing at all.

6. This is, I think, exceedingly unjust, and in my opinion the planter ought to have no claim whatever against the ryot, after the ryot has sown and delivered the crop of the specified quantity of land which he (the ryot) agreed to sow.

7. It is not the ryot's fault if the crop turn out a bad one, and if so, why should he be obliged to bear the burthen of the loss of it; if the planter had sown and cultivated the indigo himself, and an adequate crop had not been produced, the planter would have had to bear the loss himself, and because the ryot has sown the crop, why should he have to bear the loss for the planter?

8. When planters are asked why they do not take the cultivation of indigo into their own hands, and do away with the system of advances, they will tell you that it would be impossible to attend properly to the operations of a large concern; there may be some force in this argument, but I am quite sure that one reason for their disliking the cultivation is, the knowledge that the loss in a bad season would fall on themselves instead of on the ryots.

9. Then again many planters, instead of apportioning a reasonable quantity of the ryots' land for the cultivation of indigo, will take a third or even a half of course; when this is the case, the ryot's time is almost wholly taken up with his indigo crop, and as this does not pay him, he necessarily becomes a ruined man.

10. Now I know of one concern in this district, in which the manager only takes two beegahs out of 30 for the cultivation of indigo. The loss of his ryots on that crop, therefore, is so small, that it is scarcely felt by them, and it is a loss for which they are compensated by the protection afforded to them by the factory. I do not mean to say that two beegahs out of 30 is the utmost that any planter ought to be allowed to take, but if one man can make taking that quantity pay, no one ought, I think, to be allowed to take the excessive quantity which, as I have shown above, some are in the habit of taking.

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11. There is no denying that the planters require protection for their crops after they are sown, as the zemindars are constantly stirring up the ryots to refuse to sow after they have taken advances, and I think that the re-enacting of the two first sections of Act V. of 1830, would be sufficient to protect their interests though at the same time I think a clause should be added to section IV. of the Act (unrepealed), making it a misdemeanour for a man to plough up his own indigo after he has taken advances for the crop; for the present law, as interpreted by the Sudder Nizamut Adawlut, allows a ryot to destroy his crop himself after he has taken advances, and refers the planter for redress to the civil court.

12. If a law such as this be passed for the protection of the planter, there should be a stringent one passed for the protection of the ryot, one proviso of which should be that no planter should be allowed to take more than a certain proportion of the ryots' land for the cultivation of indigo. I imagine that it could be easily ascertained from the planters themselves what a fair proportion is. If any ryot chose voluntarily to take advances to sow more than the legal quantity of his land with indigo, and afterwards refused to sow, the criminal courts should only be empowered to enforce the sowing of the legal quantity, and the planter might sue the ryot for any further claims against him in the civil courts; without a proviso of this nature, an agreement would be taken from every ryot to sow any quantity of land the planter pleased, and the law would thus become a dead letter.

13. Another feature of this law should be that if, owing to a bad season, or any other cause out of the control of the ryot, the produce of the land which he had sown did not cover the advances which he had received, the planter should have no claim against the ryot on that account, it being manifestly more equitable that the loss consequent on a bad crop should be borne by the planter than by the ryot who was obliged to sow it for him.

14. If some such law as this were passed for the protection of planters and ryots, indigo cultivation would be more popular, I think, in the eyes of the people, and the protection afforded to the planters would prevent many of the unseemly outbreaks which, at present, are of too frequent occurrence in the Mofussil.

From *A. E. Russell*, Esq., Magistrate of Tirhoot, to *A. W. Russell*, Esq., Under-Secretary to the Government of Bengal (No. 20), dated the 19th January 1855.

Sir,

I HAVE the honour to acknowledge the receipt of your circular letter, No. 3079, dated 14th ultimo, forwarding copies of letters from Mr. Beaufort and the Commissioner of the Rajshahye division, regarding the expediency of re-enacting a law, making the evasion of indigo contracts by ryots punishable by the criminal courts.

2. It appears to me that, in some cases, the indigo planter is certainly put to great inconvenience and loss by the evasion of the contracts by the ryots, as though he may obtain a decree against the ryot, it is very often quite impossible to levy enough from his property to cover the expenses of the law proceedings and the amount decreed; but though many of these cases are so like fraud on the part of the ryots, that they might be justly punishable for the offence, yet taking into consideration the fact that in many parts of the country the cultivation of indigo is rather a forced than a voluntary act on the part of the ryot, as is shown by the fact that scarcely any factory in this district has cultivation in any mouzah, except in such as are let in farm to the factory, I do not think that it is advisable to enact a law which would make the evasion of a contract, in many instances forced on the ryot against his will, a matter for punishment under the criminal law.

3. In cases where the cultivation of indigo is voluntarily undertaken by the ryots, it has often appeared to me a hardship that the planter should have no redress

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redress except through the civil courts; but in enacting a law of this kind, it is necessary to take into consideration the state of indigo contracts in general, and I do not feel inclined, all things being taken into consideration, to recommend the enactment of such a law.

From *G. A. Pepper*, Esq., Officiating Magistrate of Purneah, to the Secretary to the Government of Bengal (No. 45), dated the 22d January 1855.

Sir,

In reply to your letter, No. 3079, dated 14th December 1854, and to the inquiry contained in it, I beg to subscribe the following opinion:—

The question at present under consideration is, whether an Act, as proposed by Mr. Beaufort, to make the non-fulfilment of a contract entered into by a ryot subject to summary trial and punishment in a criminal court would be beneficial or otherwise?

It is universally admitted, that the present state of the law is defective; that it affords no protection or security to the interests of the planter, and for the ends of justice is totally inadequate; that it is much too dilatory, and that planters avoid resorting to it, as it only entails additional loss upon themselves. Under these circumstances, some new law becomes absolutely necessary; but it is questionable whether more evil than good would not result, if the Act, as proposed by Mr. Beaufort, be passed without any corresponding check; and I think Mr. Beaufort's plan of confining the validity of an engagement to one year would not alone be sufficient, though an excellent measure in itself.

From inquiries, I find that the generality of planters would approve of the proposed law; but some have objected, on the ground of it giving the planter too much power, and that when formerly it existed it was much abused. Under these circumstances, it appears to me that a summary process by civil law would be most advisable, whereby all the advantages proposed by the new law would be secured without many of its objections.

However, on taking the subject into consideration, it appears to me that every person voluntarily entering into a compact should be bound to perform it, or bear the loss; but herein lies the difficulty, that it is not a criminal act to decline fulfilling a contract; and secondly, a ryot, who so breaks his engagement, and seriously injures the planter, is, generally speaking, a pauper, or at least so manages to dispose of his property as to make it worse than useless to prosecute him for damages. It not unfrequently happens, too, that the want of ready money makes a ryot enter into the agreement, when he is well aware at the time that he cannot fulfil it, and has no intention of doing so, or sows bad grain, or at an unfavourable season, thereby hoping by the loss of the crop to secure his lands for some other purpose. However, these subterfuges and fraudulent practices of the ryot, whether instigated by a neighbouring zemindar, or by personal motives, prove the inadequacy of the present law, and the necessity of some other more summary and more stringent. But again, there is a serious objection to the one proposed. It strikes at a great principle; it brings civil acts, which are cognizant by the civil law, within the scope of the criminal law. It tends to make cognizant by the criminal law acts which are not criminal. It interferes with the liberty of the subject. For instance, a ryot enters into an agreement, from which he thought a corresponding advantage would accrue to himself; but, after all the formalities are gone through, upon more mature reflection, he finds that he has been overreached; will he be imprisoned for withdrawing from such a contract? He finds his contract injurious to his interests, perhaps seriously so; he is therefore willing to bear the loss by civil law, incurred by the infringement of his contract, provided he can save himself from ruin. Would there be any crime in his doing so; on the contrary, would it not be a serious infringement of his liberty to compel him to endure more loss than justice requires and is necessary, and to prevent him seeking what he considers his best interests? How can a man be criminally prosecuted for seeking at his own cost to better himself? In my opinion, it is only when he becomes without just cause unwilling, or foreknowingly unable to bear the loss, and thereby casts the burden of his own shortsightedness intentionally upon another, that any criminality can be attached

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to his act, and that he might be deservingly and advantageously subjected for fraud to the criminal authority.

Besides, as we are administrating for planters and zemindars, it would be as well to consider what it is they wish to secure. The object and interest of a planter is to secure as much labour on as moderate terms as possible, and for that purpose he makes advances to the ryots. Is he not bound to take some precautions previous to doing so, or is he to proceed blindly to work and leave his interests to the protection of the law? The law protects him who seeks to protect himself, and the planter should not have that protected by an arbitrary law which might be secured by an exercise of proper caution. The planter's interest is to protect rather than oppress the ryot, on the principle that free labour is more productive than forced, and the ryot's interest in most cases is to adhere to his contract. The reason of his breaking it is, that he has to serve two masters who are generally opposed to each other, the zemindar and the European planter, and to satisfy the demands of the former, the ryot enters into fraudulent contracts with the latter. The ryot is to blame for entering into the contract, but the planter should, in my opinion, exercise more circumspection, and make no advances till he knows the ryot's ability to fulfil his promise, and has sufficient security offered for its performance. It is, generally speaking, fraud on the one side and negligence on the other. But should the law exist, will the planter be benefited to the extent proposed and expected? A ryot in prison cannot return him the crop he agreed for, and the fear of being subjected to such a degradation may deter all the more respectable ryots from taking any advances or making any such agreements, and so render the law nugatory, while those only who did not fear the result, and consequently would not be deterred by it, would work on such terms.

There are persons, however, against whose fraudulent practices a planter requires protection much more than against the ryots, and these are ill-disposed, unscrupulous, and extorting zemindars. For instance, a planter has made advances to ryots for indigo; this takes place when their lands are under water, but when the season arrives for sowing, the planter wishes to measure the land engaged to him, and suddenly finds that a putneedar or a zemindar has so intimidated or bought over the ryots that he will not, and they dare not, let the planter measure the lands he has paid for, and the only course left the planter is to do it at all risks, or to pay the required fee of 400 or 500 rupees to the extortioner, whether putneedar, or talookdar, or zemindar, knowing well at the same time that the next year will bring a like or increased demand.

There are native planters as well as European; there are respectable men amongst them, but there are also some of the most unscrupulous; what is to deter any of the latter from taking advantage of the great power entrusted to them, unless there is some corresponding check to protect the ryot? Limiting the period of the validity of the agreement to one year, as Mr. Beaufort proposes, only prescribes a bound to their authority, but does not give any security against the abuse of it. From these and similar considerations, I would propose a summary civil process, otherwise I cannot advocate the proposed new law without some amendments and extension.

Thus I beg to suggest that the ryot be only prosecutable in the criminal court, and subject to one month's imprisonment in case—

First. He is proved to the satisfaction of the magistrate to have broken a good and valid contract, and to have no personal property or other means whereby the injury inflicted on the planter can be remedied and his claims satisfied. But should the ryot prove that he possesses property, which can be sold to indemnify the claims of the planter, or that he has land which the planter can use for raising a crop of indigo, and which he is willing to cultivate, or give the planter to be cultivated, or has given good and sufficient security so that the amount can be recovered, I would, in that case, remit the imprisonment and attach the property, pending a decision by civil court, or else give to the criminal court the necessary authority to award damages.

Secondly.—In case the ryot has been proved to the satisfaction of the presiding authority to have fraudulently made, or to have broken an engagement fraudulently, or with a view to his own profit, at the risk of the planter.

Thirdly.—In case of having broken an engagement, the ryot possesses no available

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available property or has no sufficient security, which was, however, sufficient at the time of making the contract (for if insufficient then the fault is the planter's for accepting it).

Fourthly.—As imprisonment of the ryot will not indemnify the planter, I would propose that in all cases where land could be identified and proved to belong to the ryot, and he had no other means of repaying the planter, that the amount of land engaged for in the contract be made over for the crop or the season to the planter.

Fifthly.—As securities and zemindars are often as culpable, or more so than the ryots, all persons proved to have aided and abetted the ryot in defrauding the planter should be punishable by fine (for instance, two ryots stand security for a third when he enters an engagement with the planter, and fraudulently assert that they possess property, or connive to produce property to deceive and induce the planter to accept their security and make the advance). In such a case I would propose that not only the ryot be afterwards punishable should he break the engagement, but that the sureties be made also responsible and subject to a like sentence.

Sixthly.—To give protection to the ryot, I would beg to suggest that, in cases when it is proved to the satisfaction of the Magistrate that the charge brought by the planter against any ryot is unfounded or malicious, the planter or zemindar subject himself for every such offence to one month's imprisonment and 200 rupees' fine or an additional month's imprisonment, and that the Magistrate be empowered to award damages to the ryot from the amount of the fine levied, or from the personal property of the defendants.

Seventhly.—That no claim for broken contracts be admissible under this Act beyond one year of the date of their engagement.

Eighthly.—That planters be authorized to measure lands for the amount of which they hold engagements.

All which I still think might be as well or better done by a Small-cause Court than by a Criminal.

From *G. Bright*, Esq., Magistrate of Midnapore, to the Under Secretary to the Government of Bengal (No. 39), dated the 29th January 1855.

Sir,

In reply to your circular letter, No. 3079, dated the 14th December 1854, I have the honour to report, that no necessity appears to me to exist to make the breach of contract by ryots for indigo cultivation a criminal offence. The law as it stands, under the provisions of Regulations VI. of 1823 and V. of 1830, and Act X. of 1836, is in my opinion quite sufficient to secure the interests of the planters, and it would be unreasonable to suppose that a special law should be passed for this class of people without extending it to all other classes engaged in cultivation of other kinds of crops, and who are equally liable to the same loss and inconvenience.

2. It is argued that from want of such a law planters resort to violence to compel the fulfilment of contracts, and that breaches of the peace thereby occur. I do not see how the proposed law would obviate this. Under the present prevailing system of lattials and armed retainers, compulsion would in most cases be primarily resorted to, to save the trouble, inconvenience, and loss of time necessary for prosecution in the criminal courts. The prosecution itself would only be of second rate importance, and, as it were, kept in reserve in case such other means failed, or it was seen that for some cause it would be an unadvisable act to adopt violence.

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From *C. F. Carnac*, Esq., Magistrate of Moorshedabad, to the Under Secretary to the Government of Bengal (No. 83), dated the 6th February 1855.

Sir,

I HAVE the honour to acknowledge the receipt of your letter, No. 3079, dated 14th December last, with its enclosures, on the subject of contracts entered into for the cultivation and delivery of indigo plant.

2. I have given the matter my best consideration and conversed with several parties on the subject, and although I was in the first instance inclined to vote against the introduction of the system of making the non-fulfilment of contracts for indigo penal, fearing lest some might make it the means of oppressing the ryots, I have now come to the conclusion that, provided each contract be registered regularly, as proposed by Mr. Beaufort, the plan cannot help being of considerable benefit to the planter; whilst it will not in any way tend to place at the disposal of many of the class another instrument of tyranny and oppression.

3. There is no fear, I think, of the planters themselves, as a body, abusing the law, if passed; for I believe them to be a far more enlightened and better class of men than were in existence when the former Act was passed, but there are of course exceptions to the rule, and it is to provide against their abusing the privilege that some stringent measures should be adopted.

4. I would suggest, however, that the Act should apply not only to contracts for indigo, but also for supplying cocoons, &c., for which very large advances are made by those engaged in the manufacture of silk.

5. It often happens, I believe, that a man takes advances for a large supply of cocoons according to the promise of the bund, or supply. Instead, however, of supplying the cocoons in question to the manufacturer who has really advanced, he goes and offers them to another, who readily takes them off his hands, and thereby the man secures a double price for his cocoons, at the expense of the party who has advanced for them. In such a case the loser has no redress except in the civil court, to which it is not often worth his while to have recourse.

6. The contracts, if registered, should be witnessed by two parties, not in any way connected with the one advancing the money; and the registers of such deeds should be appointed by the Magistrate in the neighbourhood of every indigo factory and silk filature.

7. I think that the sum of four annas would be a sufficient fee for registration, and two annas for a copy of every deed. This charge would not be felt by any one, and would be sufficient to remunerate the register himself.

8. Where police thannahs are available, I do not see any objection to the contracts being registered there, in due form, and noted merely in the razeenamcha to prevent any fraud; a certain fee might also be allowed to the several police officers entrusted with the duty.

9. Where a Moonsiff's cutchery is at hand, it would, I think, be advisable to entrust him with the registration of the deeds in preference to the daroghs.

From *E. W. Molony*, Esq., Officiating Magistrate of Jessore, to the Under Secretary to the Government of Bengal (No. 92), dated the 8th February 1855.

Sir,

I HAVE the honour to acknowledge the receipt of your circular, No. 3079, dated the 14th of December, with enclosures, and in reply beg to forward my opinion on the proposition submitted by Mr. Beaufort.

2. Mr. Beaufort, after explaining that the planter has no remedy for breach of contract to sow indigo but in the civil court, goes on to show in paragraphs 7 to 13, the evils resulting from such breach of engagement on the part of the ryot when backed by his zemindar; that the expense and tediousness of a civil suit

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suit prevents the adoption of that course, and that the planter is in consequence driven to compel fulfilments of contracts by physical force. He then proceeds to argue, that much of this would be prevented by the re-enactment of sections II and III. Regulation V. 1830; that the zemindars would cease to instigate the ryots to break their contracts, and that affrays and disturbances would be of much rarer occurrence.

3. Mr. Beaufort correctly states, that it is the intervention of the zemindars either with a view of extorting money or from personal motives of enmity which causes the ryots to break off their contracts; but I do not agree with him that the law he proposes will remedy this evil, though it may check it in some measure. In paragraph 14, Mr. Beaufort says, "The zemindar will be driven to the not illegal power he may exercise over his ryots to prevent their taking advances instead of first taking and then repudiating them." This will bring the planter and ryots into collision and will lead to constant disturbances, and the same system of intimidation will be necessary to make the ryots take advances as is necessary now to make them fulfil their engagements; the power of the zemindar, as instanced in paragraph 12, will not be lessened.

4. But the question is, not whether the proposed enactment will tend to check affrays or oppression; such a result will never be brought about by this or similar laws, until the cultivation of indigo becomes more tasteful to the ryots; but whether it is just and proper to give assistance to cause the enforcement of *bonâ fide* contracts of a nature particularly liable to be broken through, and which if not enforced very summarily entail great loss upon the planter. This, I think, should be done, and I entirely agree with Mr. Beaufort in the propositions contained in the 14th to 18th paragraphs of his letter. No person should be punishable for breach of a contract in which all these forms had not been observed.

From *F. Beaufort*, Esq., Joint Magistrate of Pubna, to *A. W. Russell*, Esq., Under Secretary to the Government of Bengal (No. 114), dated the 19th March 1855.

Sir,

I HAVE the honour to acknowledge the receipt of your letter, No. 3079, of the 14th December last, with its enclosures, regarding the summary enforcement of contracts for the cultivation of indigo.

2. Having expressed my own opinion on this subject at full length, it would be superfluous for me to say anything more on the subject. But I may observe that Mr. Gouldsbury has not entered upon the question in the objections which he has urged to the proposal. The only point for consideration is, whether the "extraordinary and anomalous measure" is required or not; and it is hardly a sufficient reason for ignoring it, that it merits such epithets.

3. If the civil penalty be insufficient, as I have already attempted to show, the only resource is to make the breach of faith punishable criminally. And if the enactment proposed has the effect of preventing the disturbances which so commonly occur, and so constantly embroil the peace of a district, I cannot, for my part, see any objection to it in the fact that it is opposed to a preconceived maxim of law.

— No. 4. —

MINUTE by the Lieutenant Governor of Bengal, dated the 6th June 1856.

I AM desirous of knowing how the late indigo sowing season passed off in the indigo districts with respect to disputes coming before the Magistrates, caused by contending claims to land, or complaints of non-fulfilment of contract on the one hand, or of forcible sowing of indigo on the other.

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I wish the several Commissioners called upon to ascertain the facts from the Magistrates and to report them to Government, stating at the same time their own and the Magistrates' opinions whether, where such disputes have occurred, they have been owing to defects of law or administration, such as it may be in the power of the Government to remedy; and, if so, what are the remedies they would suggest for that purpose.

A similar communication may be made to the Sudder Court, in order to obtain their sentiments on the subject, and those of the Sessions Judges.

From *C. T. Buckland*, Esq., Junior Secretary to the Government of Bengal, to the Commissioners of the Patna, Bhaugulpore, Rajshahye, Dacca, Chittagong, Nuddea, and Burdwan Divisions (No. 2048), dated 7 June 1856.

Sir,

The Lieutenant Governor is desirous of being informed how the late indigo sowing season has passed off in the indigo districts of Bengal, with respect to disputes which have come before the Magistrates caused by contending claims to land between neighbouring planters or zemindars, or by complaints of non-fulfilment of contracts on the one hand, or of forcible sowing of indigo on the other, between planters and ryots.

2. I am directed, therefore, to request that you will ascertain the facts of any cases that may have occurred from the Magistrates of the districts in your division in which indigo is cultivated, and that you will report on them to Government, stating at the same time your own and the Magistrates' opinion whether, where any such disputes have occurred, they have owed their origin to any defects of law or administration, such as it may be in the power of the Government to remedy; and, if so, what are the remedies which you would suggest for that purpose.

From *C. T. Buckland*, Esq., Junior Secretary to the Government of Bengal, to the Officiating Register of the Sudder Court (No. 1704), dated 7 June 1856.

Sir,

Patna, Bhaugulpore, Rajshahye, Dacca, Chittagong, Nuddea and Burdwan Divisions.

I am directed to forward herewith a copy of a letter this day addressed to the Commissioners of Circuit noted on the margin.

2. The Lieutenant Governor requests that the court will take the subject of this communication into their consideration, and will favour him with their own opinion on it, after communicating with the Sessions Judges of the districts in which indigo is cultivated.

From *C. Steer*, Esq., Commissioner of the Chittagong Division, to the Secretary to the Government of Bengal (No. 166), dated 2 July 1856.

Sir,

I have the honour to acknowledge the receipt of your letter, No. 2048, dated 7th ultimo, calling for a report how the late indigo sowing season has passed off in the districts of this division, with respect to disputes which have come before the Magistrates caused by contending claims to land between neighbouring planters or zemindars, or by complaints of non-fulfilment of contracts on the one hand, or of forcible sowing of indigo on the other, between planters and ryots.

2. In this division Tipperah is the only district where indigo is cultivated. No dispute occurred in the last indigo season regarding indigo sowings, &c. Only one petition was given on the part of Mr. Lamb, complaining of anticipated opposition in sowing, but none was made, and the police reported that the sowing had been completed without hindrance.

3. It would, I think, be an advantage if cases for breach of contract to cultivate indigo, under Regulations VI. of 1823, and Act X. of 1836, were made cognisable

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nisable by the Moonsiffs primarily, instead of the present rule, which makes those cases cognisable by the Zillah Judge, and referable at his pleasure to the Collector. Under certain circumstances the necessity for an application to the Judge makes the law a dead letter. The crop is going under water, and no time is to be lost in cutting it.

4. Again, if there is no objection to special legislation in favour of indigo planters, a subject which I shall not now discuss, and the object is to remove by all means the causes which lead to affrays between planters and ryots, there should be better provision made for this at the time when indigo is to be sown. When a ryot, who has taken advances, meditates disposing of the crop to some one else, the law provides the means of enabling the planter to obtain the crop; if a ryot takes advances and will not sow, the planter's only remedy is an action for damages. But a decree against a Bengal ryot, every one knows, is of no more value than waste paper. The value of a crop of indigo is to the planter, on the contrary, much more than three times the amount of the advance, were that even always recoverable. There is every temptation, therefore, to the planter to take the law into his own hands and sow by force the land which, by contract, ought to have been sown by the ryot. Two things then are required, first, some remedy more than nominal to recompense the planter for loss sustained by breach of contract; and, secondly, some suitable and effective measure to prevent the planter from sowing by force the lands of a ryot who has taken advances and refuses to sow them with indigo.

5. I see no objection why a planter should not be allowed to apply to the court to sow the land, for the cultivation of which he has made advances, in the same way as he is now allowed to apply to court to cut a crop for which he has advanced. Were he allowed to do this, and any opposition to him was declared a criminal offence, punishable by the Magistrate, it would remove in a great measure the fighting which now often arises at the time of indigo sowing. If these cases were made cognizable by the Moonsiffs, and a rule made like the one I propose, there would be no necessity for the planter to take the law into his own hands. The Moonsiff is always close by, his order would enable the planter to sow the land of a contracting ryot before the time of sowing passed by, and he would have better security for the recovery of his advance than a decree for damages.

6. The ryot could not justly complain, for he has done the wrong which has led to the deprivation of his lands. After the crop has been cut, he should be restored to his lands, and an account rendered to him of the expenses incurred by the planter in the cultivation and reaping, &c. If at the price the crop was bargained to be sold there is anything due to the ryot, he should be entitled to it; and if the planter has suffered any loss, he should be entitled to recover it by a suit against the ryot, and it should be declared that a planter sowing by force the land of any ryot with whom he has a dispute, and without permission obtained from the Moonsiff, would render himself, and all parties concerned in the sowing, amenable to punishment by the Magistrate.

From *J. H. Young*, Esq., Officiating Commissioner of the Burdwan Division, to the Junior Secretary to the Government of Bengal (No. 101), dated the 15th July 1856.

Sir,

I HAVE the honour to acknowledge the receipt of your letter, No. 2048, dated the 7th ultimo, desiring me to report, for the information of the Lieutenant Governor, how the late indigo sowing season has passed off in the indigo districts of this division; whether any disputes have arisen, and if so, whether they are from defects of law or administration, and if so, what remedies I would suggest.

2. I called on the six Magistrates in this division to report on the subject, and I have just received their answers. In Bancoorah and Beerbhoom there have been no such cases, and in Hooghly and Howrah only one or two. In Midnapoor and Burdwan there have been six or seven such cases, but all of a trifling description.

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3. Mr. Lawford is the only Magistrate under me who has suggested any alteration in the present laws concerning the cultivation of indigo. That gentleman was, as his Honour is aware, for some time in the Kishnaghur district before he came here, and his opinion on the subject is therefore entitled to some weight. For this reason I beg to forward his letter on the subject in original.

4. Mr. Lawford's remarks may be considered under two heads; first, he thinks the law hard upon the planter, inasmuch as the ryot, after taking advances, may, "wilfully destroy his own crop," and it is "not to be expected that the man who has made the advances will stand quietly looking on while his crop is being destroyed, when he knows that his only remedy will be the civil court."

5. For this state of things, Mr. Lawford suggests a remedy in these words—"when the ryot has taken advances, and the crop has come up, let the planter have the indigo, and the ryot the profit of his land."

6. There seems to be some obscurity here as to the ownership of the crop. In the first instance it is called that of the ryot, and in the second, that of the planter; and it would probably be difficult to state by law when it changed hands. For instance, supposing the day after the sowing the ryot ploughs up the land before (that is) the crop can have appeared above the ground, to whom does it belong?

7. But the great objection I should have to legislating in this way, would be the interference which it would necessitate in the private affairs of individuals.

8. The planter makes advances for the cultivation of indigo just as the mahajun does for the cultivation of rice or any other crop. We do not interfere to let the mahajun take the rice crop, and why should we do so for the planter? If the mahajun is injured, he has his remedy in the Civil Court, and so has the planter. I cannot see why one should be more favoured than the other.

9. Mr. Lawford also considers the law to be hard on the ryot, and he suggests that, if after receiving advances "the crop fails through no carelessness of the ryot, let the planter bear the loss, and the advances which the ryot has received be struck off the books; he planted indigo to please the planter, not to please himself, and that being the case, why should he be the sufferer?"

10. If the planter chooses to advance his money on these terms, there is no reason whatever, it seems to me, why he should not be allowed to do so; but to make a law enforcing these terms in all cases would be most objectionable, in my opinion.

11. It would also, I believe, be quite futile, futile as the old usury laws were, to prevent the extortion of high interest. If the planter could only advance money legally on these terms, he would soon find out an illegal mode of doing it, which would answer his purpose as well, if not better than the present way.

12. I would altogether deprecate any legislative interference with such private transactions. I would protect the planter, who has given advances by laying heavy penalties upon the ryot who breaks his engagements, and I would protect the ryot from being compelled to take advances by giving him all the facilities possible for clearing up his accounts in a legal manner, and for enabling him to extricate himself from the planter's grip.

13. In the first of these cases the decision lies in nine cases out of ten with the Fouzdaree authorities, with all their oppressive machinery; and in the second, with the Dewance authorities, with all their procrastinating machinery. If such cases were disposed of by the revenue authorities, it would, I believe, be a great gain to the honest planter and the honest ryot.

From *H. B. Lawford*, Esq., Officiating Magistrate of Burdwan, to the Commissioner of the Burdwan Division (No. 132), dated the 3d July 1856.

Sir,

With reference to your circular letter No. 27, of the 9th ultimo, I have the honour to inform you that the indigo sowing season has passed off this year without

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without any disturbance in this district; seven complaints only, in connection with indigo, having been preferred to me, and these all of a very trifling nature.

2. In two of the cases the dispute arose about the boundaries of the land: one was amicably settled, and the other is still pending.

3. In one case complaint of forcibly sowing indigo in another man's land was made: the case is still pending, but it is one of no difficulty.

4. Two cases of wilfully destroying indigo are pending, but as the crop was destroyed by others than those by whom it was sown, there will be no difficulty in disposing of them.

5. One case, in which a chowkeedar rented his land to a gomashta, and when the latter went to sow indigo repudiated his bond, was amicably settled, and another similar case in which a planter agreed with a zemindar to sow indigo on the latter's land, giving up the land after cutting the crop, and which the zemindar denies, is still pending under Act IV. of 1840. No defect in the law has given rise to any of these disputes, as they might have occurred with any other crop. I do not mean to say, however, that there are no defects, for I consider the law, as now interpreted, which allows a man who has taken advances for the purpose of sowing indigo to wilfully destroy his own crop, an anomaly, which I think cannot too soon be altered; that a law of this nature should cause disputes cannot be wondered at, for it is not probable that the man who has made the advances will stand quietly looking on while his crop is being destroyed, when he knows that his only remedy will be the Civil Court.

6. Another great evil which exists in the system rather than the law, is the way in which money is advanced to the ryots. I believe it is admitted on all hands that money must be advanced to a ryot, whatever crop he sows, so that advances cannot be done away with, but indigo is a most uncertain crop, and is consequently not regarded so favourably by the ryots as rice and other common crops. A good season may and probably does pay him, taken by itself, but in the balance against this must be placed the numerous seasons in which the crop almost and sometimes entirely fails, and when this is the case the ryot loses the produce of the land, and also gets debited in the planter's books with the advances he has received, and if this goes on for several seasons he gets so deep in debt to the planter, that he has very little chance of ever freeing himself again.

7. This is a system which I think ought not to continue.

8. When the ryot has taken advances and the crop has come up, let the planter have the indigo and the ryot the profit of his land, but if the crop fails through no carelessness of the ryot, let the planter bear the loss, and the advances which the ryot has received be struck out of the book; he planted indigo to please the planter, not to please himself, and that being the case I do not see why he should be the sufferer.

9. In *nijabad* concerns, you hardly ever hear of disputes, simply because the planter sows his own lands with his own servants; if you ask the proprietor of a large concern why he does not have his land *nijabad*, he will probably tell you that it is impossible to keep up a sufficient number of ploughs, bullocks, &c. to cultivate such a vast extent of country, but I believe the principal reason is, the knowledge that if the crop fails the loss will be his own, and not the ryot's, as it is now.

10. If ryots knew that if the crop failed owing to no fault of theirs, the advances would not be carried on against them, I have no doubt that the culture of the crop would become popular, as then it would be worth while running the chance of making a good season and large profits, and if the crop failed their only loss would be that they would get no profit out of their land.

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From *A. Grote*, Esq., Officiating Commissioner of the Nuddea Division, to the Secretary to the Government of Bengal (No. 94), dated the 19th August 1856.

Sir,

I HAVE the honour to acknowledge the receipt of your letter, No. 2048, dated the 7th June 1856, calling for certain information regarding any disputes about indigo which may have occurred during the late sowing season.

2. The Magistrate of Nuddea tells me, "there have been complaints of forcible advances, breach of contract, forcible sowings, breaking up of cultivated land, all of which cases have been amicably settled; in fact trespass, that is, destruction of crop by cattle, have been the only cases connected with indigo that have been at all generally punished. There have also been a few cases of illegal assembly in which Act V. of 1848, has been put in requisition four times."

3. The Magistrate of Moorshedabad reports that no cases of the kind have occurred in the thannah under his direct management; four cases occurred in the Aurungabad subdivision. In three of these, ryots complained of being compelled to sow indigo; the other was a boundary dispute. "They might all have been of a more serious character," Mr. Spencer adds, "had it not been for the proximity of the subdivisional court." In my last quarterly statement Mr. Herschel's explanation of one of these cases has been quoted from at some length.

4. The Magistrate of Jessore gives the number of petitions connected with indigo cultivation, in the following tabular form:

	JESSORE.	MAGOORAH.	KHOOLNAH.
1. Complaint of collections of lattials for forcible sowing of indigo and prevention of sowing sometimes, including charges of plunder	2	38	—
2. Sowing indigo in paddy and other lands belonging to and sown by ryots	8	7	4
3. Burning a house for the purpose of sowing indigo on its site	-	1	—
4. Forcibly taking away ryots' bullocks to sow indigo and to compel them to fulfil contracts	-	9	—
5. Duress to compel ryots to fulfil contracts, &c.	-	4	—
6. Cases of assault and oppression on ryots to compel them to give indigo lands or fulfil contracts	-	5	—
7. Affrays connected with indigo	-	2	—
8. Trespass in indigo	4	1	—
9. Cutting khals to fill up paddy lands, so as to make them fit for indigo	-	2	—
10. Compelling ryots to sign blank paper	-	2	—
11. Forcibly taking away indigo seed	1	-	1
12. Breaking up indigo cultivation	2	—	—

5. "On the whole," Mr. Molony says, "the sowing season has gone off quietly." Two affrays connected with indigo were reported from the Magoorah subdivision. In one, Mr. Bell's people, who had gone to plough some lands belonging to his factory, were opposed by the ryots of the sheikdars of Digga, who drove them off, wounding and carrying away one of them. The other is described as an intended affray between Mr. Oman and others, which was prevented by the timely arrival of the police. From Mr. Skinner's letter I find that Mr. Bell's dispute was as much about a hath as indigo.

6. The cases entered under heading 2, are generally made up between the parties. Heading 8, includes three cases of wilful injury to indigo belonging, in two

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two of the cases, to factories owned by native planters, and one case of wounding with rescue of cows, which had been caught trespassing in indigo fields.

7. In Baraset there has been a serious dispute between Mr. Hampton of the Hobrah concern, and certain ryots. The servants of the former have been committed to the sessions court, on a charge of plundering the houses of some villagers who would not sow indigo.*

* I hear the parties were acquitted a few days ago.

8. As regards the defects of the law in which such disputes are presumed to have their origin, and the remedies which should be applied, on which points Government requires my opinion and that of the magistrates, I find the latter by no means unanimous on either.

9. Mr. Spencer thinks the law sufficient if promptly administered, and if the magistrate pays attention to the miscellaneous petitions which generally precede serious disputes. But he adds—

"4. Disputes between the planter and ryot, regarding the forcible sowing of indigo, must to a certain extent always exist, for it must be clear to every one that the cultivation of indigo is for the most part distasteful to the ryots, who would much prefer cultivating rice and other crops of grain, and seldom, if ever voluntarily, take advances for indigo; and this I think can hardly be remedied by legislation, and all that can be done is to provide greater facilities for obtaining redress by increasing the number of sub-divisions in Bengal."

Mr. Elliott says:

"It is difficult to state where the deficiency lies in the law. I should say the cause is an inefficient and corrupt police, which is both powerless and unwilling to assist the ryot against the oppression of the zemindar or employer."

The Cattle Trespass Act will, he thinks, remove one principal cause of quarrel, and the next most serious cause is in his opinion breach of contract on the part of the ryots, but beyond showing how completely without redress the planter is, under the present law, he makes no suggestion for improving his position.

Mr. Molony says:

"6. I do not consider that any of the cases that have occurred in this district owe their origin to any defects in the laws; but the planter should have, I think, some summary process for compelling a ryot to fulfil his contract."

If the ryot under advance fail to sow when the season comes on, the planters, says Mr. Molony, sow his lands themselves. Mr. Skinner's report, which is forwarded by the magistrate, gives an instance in which Mr. Gow Smith had, during his absence from Magoorah at the April examination, "made a clean sweep of the lands available for indigo by making a show of plough and men which would prevent any one from interfering."

10. Mr. Skinner is in favour of giving the planter power by a criminal process to enforce the fulfilment of a contract, and he would on the other hand enact a stringent law to protect the ryot from his "richer and more physically powerful oppressor;" a better class of chowkeedars would, he adds, prevent much of the oppression now committed by the peons and servants of zemindars and planters, and he would like to have more power than he has for bringing principals into court, and for holding them responsible for the acts of their subordinates.

11. I submit in original two letters, No. 291 and No. 376, dated 19th May and 30th June 1856, from the joint magistrate of Baraset, who seems to have given the subject more thought than the other magistrates, and whose intelligent remarks on it deserve attention.

12. A full inquiry would, I can well believe, show that there are good grounds for the general unpopularity of the present system of growing indigo. The repeal in 1835 of those parts of Regulation V. of 1830, which held the instigator to break engagements equally liable with the ryot for the penalty of such breach, and which made wilful neglect to sow or cultivate a misdemeanour on the part of a ryot who had agreed to do so, denote I suppose nothing more than the withdrawal of a protection to planters, which further consideration convinced the Legislature to be unjustifiable. No preamble being given to Act XVI. of 1835, I can but conjecture that it was the result of such a conviction. It was not

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directed against the advance system, which was left as it had been recognised by Regulation VI. of 1823.

13. The machinery provided by this last law and by the unrepealed sections of Regulation V. of 1830 appear to be deficient in the following points: —

1st. The agency for carrying out the provisions is insufficient.

2dly. The process is not sufficiently summary, and the award is limited to compensation for non-fulfilment of contract; there are no provisions for enforcing its fulfilment. Indigo must be sown when the rain falls, or the season perhaps is lost for that year. Similarly it must be cut at a particular time, or the crops may be lost or damaged.

3dly. As in the case of the execution of decrees generally, there is extreme difficulty in obtaining the compensation when awarded after the summary process.

14. I do not know whether recourse is now ever had to this law, which, even if moonsiffs were empowered to entertain such suits, is not adapted to the peculiarities of indigo cultivation. A planter cannot know that a contracting ryot means to oppose his fields being sown till the rain falls, and his servants proceed to see the field sown. Supposing a moonsiff to be at hand, and that the planter succeed in getting an award in three days, he gets nothing more than the right* to receive what he cannot oblige the ryot to sow, and the compensation in money for the plant which is of such vital importance to him.

* Clause 5, sec. 3, Regulation VI. of 1823.

15. It is defect in the law which drives the planters to compulsory sowings and cuttings, and it is this which must be supplied before we shall succeed in stopping resort to physical force. The law must extend the lien recognised in section II. from the crop to the occupancy of the land, and the summary court must be empowered to decide whether a planter, who has asserted that lien by sowing, has or has not legally acquired it. A very severe penalty leviable summarily for abuse of the power thus to sow, together with compensation to the ryot, and the enforced surrender of the land, would, I think, check any disposition on the part of the planters to assert lien which they could not substantiate, while simple dismissal of the ryot's claim, with costs, would suffice as an award for the planter.

16. If the summary process is to be of any effect at all in stopping indigo disputes, it must I think have for its object the justification of what has been done by the planter to enforce the contract, rather than an indemnification to him for what the contracting ryot has failed to do; such a law would give the planter no more power than he has now, but it would make him accountable for the power which he now exercises illegally. The principle would be that laid down in section V. Regulation VII. of 1819, which authorises the magistrate to compel performance of a contract, but there would be no occasion to re-enact Regulation V. of 1830, making non-performance a misdemeanour, because the planter would see to its due performance.

17. Nothing will make the cultivation of indigo popular until it is found to pay well, and this, it seems to be the general impression, is not now the case. Litigation and other unnecessary expenses, which will not occur when our subdivisional officers are within easy reach, and when our police are on an improved footing, probably have an effect in preventing planters from paying so liberally for produce as the ryot has a right to expect to be paid.

From *J. H. Mangles*, Esq., Officiating Joint Magistrate of Baraset, to the Commissioner of the Nuddea Division (No. 291), dated the 19th May 1856.

Sir,

I HAVE the honour to address you on a subject which, although not one of routine, and which, perhaps, I had done better to have left in abler and more experienced hands, seems to me to be one of very great importance. A recent occurrence in my district has brought the subject strikingly to my notice, and has perhaps, you will think, led me to exaggerate its magnitude.

2. You

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2. You are aware, I believe, that differences exist between Mr. Hampton, of Hobra, an indigo planter, and the ryots in his vicinity. These differences have already given rise to an actual and flagrant breach of the law, and it is not at all unlikely that further crimes may spring from a dispute which very intimately and seriously concerns the pockets of both parties.

3. Both Mr. Hampton and the ryots with whom I have had personal communication, are, I believe, most anxious to submit the point of their dispute to me. But you will perceive after I have explained the circumstances of the case, that I can have no jurisdiction in the matter, and can only refer the disputants to the civil court.

4. Mr. Hampton avers that the ryots with whom he is now at issue have taken advances from him for sowing indigo, but that under the persuasion of third parties, when the seed has been bought and the soil is ready to receive it, and a short delay may ruin the prospects of a whole year, they have refused to sow. He adds that, although a species of remedy lies eventually open to him in the civil court, yet that, taking that for what it is worth, the execution of a decree of the court for damages is attended with so many practical difficulties as to make it a dead letter as far as regards compensation for the losses of the year. He therefore views resort to a civil court as a very perilous and unsatisfactory proceeding. He does not ask for damages, but for legal means to oblige parties who have entered into an engagement, to fulfil it under pain of punishment in the criminal court. On the whole, it is impossible to look at his grievances, and the only remedy open to him, without forming the opinion that, supposing Mr. Hampton's statements to be correct, his case is a very hard one.

5. The ryots on the other hand maintain that they have taken no advances from Mr. Hampton, and that solely because they will not take advances, they are being oppressed by his servants. They state that they will not sow indigo for this very sound reason, that they find tobacco and other crops far more profitable. They too wish to have the point whether they have received advances or not, cleared up as speedily as possible in my court. And here, again, I feel that there is much reasonableness in the wish. But I am obliged to inform them that I can decide no such point for them, and that the civil court alone must do so.

6. In the mean time, all that I can do, I conceive, is to prevent breaches of the peace; but from not having it in my power to decide between the parties, or, in fact, to know which of them is the aggressor, and which the aggrieved, and which should therefore have my moral support, I am placed in a position of considerable difficulty. Act IV. of 1840, is not applicable to the case, for Mr. Hampton does not pretend to be in possession, or to be seeking possession. Section V. Regulation VII. 1819, is no more so. I am not aware of any other law under which I could act so as to meet the occasion.

7. Even in the civil court it appears to me that Mr. Hampton can scarcely find adequate relief. But I need not dwell on this point. The proof of a law is in its results, and I fully believe, and I fancy it is generally allowed that one of the chief causes of the affrays and disturbances in which indigo planters and their servants are so often concerned, lies in the fact that they have found by experience that the law does not effectually protect them, and that they must shift for themselves without it, and sometimes even in its teeth.

8. The case of indigo has already been made in the Regulations an exceptional one, and it seems likely to be allowed to remain so. The main objection, then, to what I would propose as a beneficial modification of the law is, in a great measure, met and refuted by its present state, which is not only tolerated, but viewed as just.

9. With this conviction, I cannot refrain from expressing my wish that an enactment, applying the principle of section V. of Regulation VII. 1819, to the case of contracts for indigo, could be passed. Regulation V. 1830 did originally contain a section somewhat to this effect; but by Act XVI. 1835, this section was rescinded, for what reason I know not. Such an enactment would, I submit, materially strengthen the hands of a magistrate in his attempts to put down the

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disgraceful scenes which are so common in some parts of Bengal, would offer speedy and practical justice to both parties, and would deprive planters of the excuse which they often openly avow, and still often actually feel, justifies them in a measure in righting themselves by violent means.

10. I make this suggestion, of course, with the utmost deference, and more in the hope that you may find something in it on which to found a suggestion of your own, than as a feasible or digested plan in itself. The subject, however, is one which does not deserve to be overlooked, and I shall be very glad to find that you think it worth referring for the consideration of higher authorities.

From *J. H. Mangles*, Esq., Officiating Joint Magistrate of Baraset, to the Commissioner of the Nuddea Division (No. 376), dated the 30th June 1856.

Sir,

I HAVE the honour to acknowledge the receipt of your memorandum, No. 60, dated the 11th instant, with enclosure.

2. I have already addressed you on the subject of your communication in my letter, No. 156, dated the 7th March last, having reference to the dispute between Mr. Hampton and the ryots near his factory.

3. I have also sent you an abstract of a charge of plunder brought against Mr. Hampton's servants, whom I have committed for trial to the Sessions Court. The case has not yet been tried.

4. Beyond this dispute and its results thus reported, I have to notice no other instances of the kind referred to by you, which deserve your attention or that of the Government.

5. My views on the present state of the law were also submitted in my letter, No. 291, dated the 19th ultimo. I would add, however, that although I feel that much might be done by its amendment in favour of the planters to check affrays and violent crimes, yet, on the other hand, I am fully impressed with the conviction that the present system of indigo planting is in most cases forced and unnatural, and that it cannot act otherwise than oppressively towards the cultivators of the soil. It may be, and no doubt is, probable that in the majority of cases the operation of this system is and will be borne with the apathy characteristic of the country, but occasions will of course occur when the resistance of oppression by violence will give rise to very serious breaches of the peace.

6. It is extremely doubtful, I think, whether any new enactment could effectually check the evil I complain of. The vicinity of justice would undoubtedly be more effectual than any other remedy, and I cannot help thinking that the cheap justice at every man's door, which indigo planters are always calling for, would in a short time almost entirely destroy the whole present system of cultivation. I most readily, however, acquit the majority of European planters of any active participation in the oppression which goes on under the authority of their names, but they know that they must wink at it to a certain extent, and by trusting their gomashtas, &c. far too implicitly, lay temptations in their way to carry it far beyond what they even suspect, or if they did, would tolerate.

7. You may perhaps think that I am assuming a great deal, after a very short experience. Of other districts I know nothing, and am speaking only of my own; but I am fully convinced that here, and especially in the Hobrah case, a forced system alone keeps a plant of indigo in the country. A year or two ago the zemindar who, according to Mr. Hampton, is stirring up the ryots not to sow for him, had a factory of his own. He has now given it up, and I am informed that the ryots pay him yearly a large sum not to revive it. I doubt very much whether, when indigo is grown, the ryots even get a full *quid pro quo* at all on any pre-arranged, however reduced, rate. But supposing thus much, the rate is never viewed as advantageous to them, because far below the rate of profit attainable from other crops. As long as this remains so, and Mr. Hampton, with whom I spoke on the subject, allowed the latter part of my remark to be true, it is folly to say that the system must not be essentially a forced one.

8. Indigo

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8. Indigo planters, I know, constantly lay stress on the apparent greater well-being of ryots on indigo estates, as compared with those under the ordinary zemindars. It may be quite true what they say, and yet my position that planting is forced remain as I have stated it. Zemindars, we are all aware, are habitually guilty of frightful oppression and extortion. Although I admit then that indigo planters are not so bad masters as they are, a very wide margin of exaction is still quite consistent with the admission. It is very little to say that English gentlemen treat their ryots not quite so badly as ignorant and half savage natives, proverbially unworthy of their positions. Government has surely a right to expect that the difference between the two shall be far more striking and positive: but this as long as indigo planters' servants plunder the ryots' houses, or drive off their cattle or illegally imprison their persons, can never be.

9. I cannot help thinking that were Government to institute a searching investigation on the subject, and that not merely through local officers, the state of things all over the country would be found to be much as I have stated above. An investigation of this kind seems to me to be the only sure way to elicit the truth. Local officers have too much work always on their hands to inquire very far beyond what comes actually into their courts. Besides, a magistrate can hardly go, as I have already pointed out to you in a former letter, into the merits of a case. He must confine himself to a maintenance of the peace. Whatever the result of the investigation might be, it would at least clear up what I believe is still looked upon as a disputed question. By drawing public attention to the subject it would be certain to act beneficially if all, as I fear would be the case, were not found right, and would collect sound and digested data on which legislation might proceed safely and well.

From *G. U. Yule*, Esq., Commissioner of the Bhaugulpore Division, to the Secretary to the Government of Bengal (No. 13), dated the 30th August 1856.

Sir,

I HAVE the honour to acknowledge the receipt of your letter, No. 2048, of the 7th June last, requesting information regarding the manner in which the indigo sowing season has passed over.

2. The magistrate of Bhaugulpore reports that only two petty cases were preferred by ryots against planters, one of which was struck off on default of evidence, and in the other the police were directed to prevent a breach of the peace. Several cases relating to injury by cattle trespass were brought forward by planters. The magistrate makes no remarks.

3. In Monghyr there were two complaints of forcible sowings, one compromised, the other likely to be so, and two of turning off ploughs sent to cultivate for indigo. All four cases were concerned with claims to hold ticca in the villages. The magistrate considers that no state of the law could meet such occasional and trifling cases.

4. In Purneah there were only two cases. In one two ryots quarrel about a field: one sows it with indigo, the other with rice; and the other between two jotedars was much of the same nature. The magistrate is very severe upon the planters, and considers that a law is required to meet, first, the injustice exercised by the planter and unfair contract palmed on the unthinking ryot; and secondly, the fraud practised by the ryot to escape from his engagements, and benefit himself at the planter's expense. For the first, he proposes that no balance above a year's standing should be recoverable from a ryot, and for the second, a small cause court. His opinion on the latter point he has already communicated to you in his letter of the 22d January 1855, No. 45.

5. In Tirhoot there were 38 complaints by maliks and their ryots against indigo planters, and 25 *vice versâ*. I forward the magistrate's detailed statement. That officer states the cases are seldom in reality between planter and ryot, but between planter and malik; that these cases are owing to the system of indigo planting (not explained) in his district where there are often so many maliks to one estate; that where there is but one malik there are few disputes

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putes, and that the cases in his statement are not so serious as they look, and certainly he cannot consider them serious, for 33 cases out of the 63 were pending even at the end of August, and out of the 30 disposed of by far the greater portion were *dakhil serishta*, or compromised. "There is one tolerably fruitful source of quarrel," the magistrate states, "for which a remedy might be applied. After the expiration of a lease, the planter pointing to the *koontees* or stalks of the plant left in the ground claims and holds possession against the malik, and the magistrate, under the circumstances, must keep the planter in possession, though the malik is certainly entitled in justice to enter on the land." In this the magistrate is quite wrong, as I pointed out to him. The Sudder Court's Circular Order of the 12th June 1840, No. 54, declares Section X. of Act IV. of 1840 to apply to a case of the kind mentioned.

6. In three districts then there is no case of defect of law or administration shown to exist. The complaints in Tirhoot cannot be considered numerous with reference to the size of the district, the number of factories and of landowners, and of the 63 disputes in the statement, some nine or ten do not appear to be caused by indigo. An analysis of the 23 cases in the first column might show what were the causes generally leading to disputes of the kind, if they have not all been compromised or struck off, but still the result of such a small number of cases could scarcely be depended on, and I am too ignorant of the district as yet to be able to form an opinion.

7. With regard to Purneah, the magistrate's opinion as to the injustice on one side and fraud on the other is not borne out by the complaints in his court: but that may arise* from the power of the planters rendering it unnecessary for them, and useless for their ryots, to come into court. Until, however, I can satisfy myself that such a state of things exists as Mr. Pepper describes, and prove to the satisfaction of Government that it does so, I need not remark on Mr. Pepper's proposed remedies, or propose others myself.

* If Mr. Pepper has formed his opinion on good grounds.

From *C. T. Davidson*, Esq., Commissioner of the Dacca Division, to the Secretary to the Government of Bengal (No. 4754), dated the 17th July 1856.

Sir,

I HAVE the honour to acknowledge the receipt of your letter, No. 2048, dated the 7th ultimo, desiring to be informed how the late indigo sowing season has passed off, with respect to disputes regarding land between neighbouring planters or zemindars, and complaints of non-fulfilment of contracts on the one hand, and of forcible sowing of land on the other, between planters and ryots.

2. The only districts in this division in which indigo is cultivated are Dacca, Furreedpore and Mymensing; and I will, as desired in your second paragraph, proceed to state the facts of the cases which have occurred, as ascertained from the reports furnished by the magistrates of the three districts abovenamed.

Dacca.—Seventeen cases are reported to have occurred in this district, of which ten belong to the Manickgunge sub-division, six to Moonsheegunge, and one to that portion of the Dacca district which is under the immediate jurisdiction of the magistrate.

The Dacca case was a dispute between the planter and zemindar. The latter complained that the planter's people had destroyed his ryot's crops, and were endeavouring to sow the land with indigo. The magistrate brought the case under Act IV. of 1840, and decreed possession of the land in dispute to the planter, and this decree was upheld by the judge. The six cases appertaining to Moonsheegunge were complaints on the part of cultivators of the forcible sowing of their lands with indigo. Three were dismissed, one compromised, and the remaining two are pending. Of the ten cases which occurred in the sub-division of Manickgunge, five were instituted on the part of planters, one against some ryots for absconding after receipt of advances, three for resistance to the sowing of indigo, and one complaining of the plunder of indigo seed. The breach of contract case is pending, and the other four were dismissed or struck off.

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off. The other five cases are on the part of cultivators against the planter's people, one for assault for not sowing indigo, one for an apprehended destruction of crop, and three for forcible sowing of indigo. Of these cases, one is said to be pending and the remaining four are put down as "disposed of." The cases appertaining to this sub-division have not been satisfactorily reported, owing perhaps to the deputy magistrate not knowing English; this much, however, is deducible, that the cases are all of a trivial nature.

Furreedpore.—The joint magistrate reports, that no cases of the description referred to in paragraph 1 of your letter have occurred in the Furreedpore district, except the case of affray, with homicide, of which a circumstantial account was submitted to Government in my report, No. 460, dated the 3d instant.

Mymensing.—The magistrate of Mymensing reports, that during the late sowing season, "no disputes regarding land relative to the cultivation of indigo have been brought into court within his district, nor has there been any complaint of the non-fulfilment of contract concerning cultivation on the one hand, nor of forcible sowing of indigo on the other, from planters or ryots."

Backergunge.—Has not been included among the indigo districts, as there are no factories in my knowledge situated within it. A trifling dispute regarding the cultivation of one and a quarter beegah of land between a planter, whose factories are in the Furreedpore district, and a talookdar occurred. The tenant of the piece of land above referred to had taken advances from the planter. The talookdar desired to oust the tenant and locate another man. The planter espoused the cause of the ryot, who was under advances, and but for prompt measures having been taken, a breach of the peace might have ensued. The village chowkeedars informed the police that a disturbance was likely to occur, and the circumstance was reported by the police to the magistrate, who summoned the principals to enter into recognisances to keep the peace. This order had the effect of bringing the parties to an amicable adjustment of the dispute.

3. It will be seen from the foregoing abstracts from the magistrate's reports that disputes regarding claims to land between planters and zemindars, &c., referred to in the first paragraph of your letter, are of rare occurrence; and among the few cases which have occurred, one only has been attended with any serious breach of the peace. I allude, of course, to the Furreedpore case of attempt to sow lands forcibly by the people of an out-factory of the Meergunge concern.

4. I have not received any suggestions, pointing out defects in the law to which it may be said that disputes regarding indigo cultivation have owed their origin, except from the joint magistrate of Furreedpore, who recommends "that the principal parties whose interests are involved in disputes of this kind should be made more immediately responsible, and more amenable to punishment than they are at present, for the acts of their agents and servants;" but this defect, if it can be considered one, applies with equal force to all disputes regarding land, hauts, &c., and in comparison with which those exclusively relating to the cultivation of indigo bear, in this division, a very small proportion.

5. The question of making proprietors of estates and indigo factories responsible for the acts of their agent is no new one, and has, I believe, received most attentive consideration.

6. The first case referred to in this report was one which might, from the power and influence of the parties thereto, have terminated in a serious breach of the peace, but which was no doubt prevented by the prompt enforcement of Act IV. of 1840. The other Dacca cases appear from the magistrate's report to have been of a petty description, and considering the extent to which indigo cultivation is carried on in the three districts referred to in this report, the wonder is that they should be so few. The origin of the Furreedpore case of forcible indigo sowing, which resulted in an affray attended with loss of life, cannot, in my opinion, be traced to any defect in the law.

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From *C. T. Buckland*, Esq., Junior Secretary to the Government of Bengal, to the Commissioners of the Patna and Rajshahye Divisions (No. 2,807), dated the 10th September 1856.

Sir,

I AM directed by the Lieutenant Governor to draw your attention to the Government Orders, No. 2,048, dated the 7th June last, and to request that the report therein called for may be submitted without further delay.

From *C. T. Buckland*, Esq., Junior Secretary to the Government of Bengal, to the Officiating Register of the Sudder Court (No. 2,386), dated the 11th September 1856.

Sir,

I AM directed by the Lieutenant Governor to draw the Sudder Court's attention to the Government letter, No. 1,704, dated the 7th June last, and to request that the report therein called for may be furnished without further delay.

From *A. W. Russell*, Esq., Officiating Register of the Nizamut Adawlut, to *C. T. Buckland*, Esq., Junior Secretary to the Government of Bengal (No. 809), dated the 18th September 1856.

Sir,

I AM directed by the Court to acknowledge the receipt of your letter, No. 1704, dated the 7th June last, and in reply to forward for the purpose of being laid before his Honour the Lieutenant Governor of Bengal, the accompanying abstract of the returns which have been received from the local authorities relative to the last indigo season.

2. The Court observe generally that there is nothing in the reports of the local courts that requires special notice from them; but on the part of Messrs. Colvin and Torrens I am to remark that, while there thus appears to be no call for legislation, one or two cases have recently been before the Court (more particularly the case referred to by the Officiating Session Judge of Rajshahye, disposed of on the 5th July last), from which it was evident that the forced cultivation of indigo had lead and does lead to the most serious outrages and deeds of violence. The judge of Tirhoot has also, they remark, referred to a case disposed of by this court on the 29th May 1854, page 637, of the Nizamut Reports for that year, which is another illustration of the results of forcing indigo cultivation (*see* also page 767 of Nizamut decisions for 1855, dated 5th November). These are not, however, they are aware, new crimes, nor is there any remarkable increase in their number. No special legislation, therefore, in their opinion seems to be called for any more than in the case of affrays, which are now less in number than formerly, owing to the operation of Act V. of 1848.

ABSTRACT of the Returns to Circular Letter, No. 473, of the 13 June 1856, requesting information in cases respecting Indigo.

Tirhoot.—The judge reports that, from the 1st December 1855 to 1st July 1856, fifteen cases had come before him; that the main causes of dispute are two; first, the planters take farms of portions of shares from some co-sharer of a joint estate, and then cultivate the other sharer's ground; secondly, they leave the stumps of old indigo in the ground to stand as proofs of their possession of the soil, should their possession, even after expiry of their lease, be disputed, and any attempts to remove them are opposed.

Jessore.—The judge knew of but one case, in which however there was nothing particular to remark, and the case was of no consequence.

Rajshahye.—The indigo cultivation is chiefly in the hands of one firm. No case has occurred lately. A year ago there were some disputes, which the arrest of certain parties had had the effect of stopping.

Nuddea.—

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Nuddea.—Two cases only have occurred; there was no breach of the peace in these, nor any remarkable feature.

Dacca.—Comments on the lattial system; the character of the people, and absence of impartial evidence, rather than any defect in the law, are the causes that it is not checked. The police must be remodelled to be effectual for the purpose.

Purneah.—No cases had occurred, though 48 false charges under Regulation V. 1830, had been preferred and all dismissed.

Moorsheedabad.
Hooghly.
24-*Pergunnahs.*
} Nothing had happened.

Sarun.—Nothing. The judge comments on the indigo system generally; would allow the magistrates power to turn out a planter on expiry of his lease.

From *W. Tayler*, Esq., Commissioner of the Patna Division, to the Junior Secretary to the Government of Bengal (No. 825), dated the 17th September 1856.

Sir,

With reference to your letter, No. 2048, of the 7th June last, I have the honour to report, for the information of the Lieutenant Governor of Bengal, as follows:

Sarun and Chumparun.—2. In these districts very few cases of the nature alluded to in your letter under acknowledgment, occurred during the late indigo sowing season, and in none of them did any serious disturbance ensue.

3. Indigo disputes rarely take place in these districts. The planters are few in number, and the factories so scattered that their interests seldom if ever clash, and there is not that competition which prevails in Lower Bengal.

4. The principal causes of the few disputes which have arisen are—

1st. A planter keeping possession of the land after the expiry of his lease; and, secondly, a planter taking merely a share in an undivided estate, and then trying to sow indigo in it.

Patna, Behar, and Shahabad.—5. No disputes of the description alluded to occurred in these districts during the late indigo sowing season between the planters and the zemindars, or ryots, but a few petty cases which were taken up and disposed of under the existing regulations and the discretionary powers of the magistrates.

6. Under these circumstances it does not appear that any remedial measures are called for in this division.

From *F. Gouldsbury*, Esq., Commissioner of the Rajshahye Division, to the Secretary to the Government of Bengal (No. 624), dated the 15th September 1856.

Sir,

Having consulted the magistrates of the division on the subject of Mr. Junior Secretary Buckland's letter, No. 2048, of the 7th June last, I have the honour to furnish the following report as to the manner in which the late indigo sowing season has passed off in the districts of this division.

2. The deputy magistrate observes, that the late indigo season did not pass off so tranquilly as could have been wished. In part of the district there were constant disputes between neighbouring planters and zemindars, caused by contending claims to land. Between the Bisees of Joar, Janfurally, zemindar of Gourypoor, and other petty jotedars, and Messrs. Watson & Co., many disputes occurred which would have caused serious disturbance of the peace were not proper measures taken to prevent its occurrence, by the institution of Act IV.

Baboo Gopal Lall Mitter, Deputy Magistrate of Nattore.

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cases, and by binding the principals of the respective parties on their own penal recognisances. This has to some measure served to keep this part of the country tranquil.

3. With regard to forcible sowing of indigo, he says, there were several complaints laid before him by the ryots, stating that the planters made a plea of contract on their parts; in many of these instances contracts were not actually entered into between the planters. In one place particularly among many, there was a likelihood of serious breach of the peace taking place every day, but by his stationing a jemadar and burkundaz there no such occurrence has as yet taken place. He further states, that he had also stationed a jemadar at Bhagha to prevent any quarrels taking place between the khondkar of that place and Messrs. Watson & Co. In many villages people have formed combinations to protect themselves from the oppressions of the planters.

4. The cause of these disputes, he believes, is to be attributed to the very nature of the contract system itself. The ryots are very unwilling to cultivate indigo on the existing system of advances, on account of their getting only two rupees advance for a beegah of land, for which they have to labour heavily. From his own personal knowledge, while in his Mofussil tours, during the period he has been in charge of the subdivision, he knows it is as a fact stated by them that they had to pay out of these two rupees to the gomashtas, ameens, and tagadgeers (who are notoriously known to be an extortionate and oppressive class of people, and who never scruple to benefit themselves at the expense of the ryots). He has heard it from their own mouths that another cause of their reluctance to cultivate indigo, is owing to the system of measurement of land by the gomashtas of the indigo planters; for a beegah of land, the gomashtas measure a beegah and half. Another cause, he continues, of the ryot's invincible unwillingness is the way in which the bundles of indigo are weighed by the factory people, for every two bundles for a rupee, six bundles are weighed by them; this is a source of great oppression to them. Under such a system, he remarks, where the ryots can never be expected to be gainers, but losers by the cultivation of indigo, and when they can never expect to liquidate the money once taken in advance, how could they be willing to enter into engagements with the planters. To remedy this state of things, he suggests the propriety of defining the contract system. He conceives it to be desirable that the contract pottah should be registered, either in the nearest moonsiff's or magistrate's court, with a view of preventing quarrels between the planters' people and the ryots, as no false registry of the pottahs could be made. If such a power were vested in the aforesaid officers, it would be conferring a great benefit on the country.

A. J. Jackson, Esq., Magistrate of Rajshahye.

5. The magistrate reports that in the thannahs under his own immediate control there has been but little complaint of oppression on the part of planters; and the only occasion on which there was the least chance of a serious disturbance, was one which he reported to me from Burgatchee, owing to the presence of the police on the spot, and to his tent being within a short ride of the chur in dispute, the cutting of the indigo was completed without disturbance of any kind.

6. He cannot look upon the manner in which the sowing season has passed off in the sub-division as so unsatisfactory as the deputy magistrate would appear to consider it. The deputy magistrate states that there have been causes of dispute, and that it has been necessary to station police officers to preserve the peace in various places. But it is shown by his own letter that no breach of the peace has taken place, and therefore it becomes manifest that the police has, in the present instance, been effective for the purpose for which it has been used.

7. It is very true, he observes, that villagers have an objection to cultivate indigo, and it is also true that it occasionally bears hard on them, as where they have to break up crops nearly fit to cut, in order to sow indigo. But he never heard that the ryots ever made any objections to taking the advances in the first instance.

8. As far as he has seen, the most effectual check to anything like fighting consists

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consists in the personal activity of the magistrate. Not that he means him to rush off to prevent every petty quarrel, but a knowledge that he is not only likely, but almost certain to visit the spot in person, acts as a most salutary check where powerful landholders are at war with each other.

9. In this district there occurred two cases of disputes regarding land, and eight complaints of ryots of forcibly sowing indigo on their land. R. Alexander, Esq. Joint Magistrate of Pubna.

10. Of the two cases of disputes concerning land, one is between Mr. Durand, proprietor of Nischindpoor concern, and Mr. Battersby, manager of the Baliakandy concern. From what has come before the joint magistrate, it appears that a similar dispute occurred last season when Mr. Roberts was manager of Baliakandy, and that that gentleman made a boundary line between the two concerns, which was agreed to by Mr. Durand, and the dispute last season was settled. This season a new manager has come to Baliakandy, and Mr. Durand complains that this gentleman, instead of confining himself to the boundary made by his predecessor, has encroached on the Nischindpoor lands. This case is at present under investigation. The other case of dispute about land has taken place between Mr. Stevenson, of Belnabaree factory, and Ranee Sumomoye, an inhabitant of Moorshedabad. The Ranee has lately got a decree for some chur lands in the civil court, in virtue of which decree she claims certain lands that the Belnabaree concern holds pottahs of, and upon the factory people attempting to sow these lands, the Ranee's people are said to have come forward in numbers, and driven them off. With respect to these chur lands, the joint magistrate observes that he thinks it probable that serious disputes will take place next year, unless the Ranee is given plainly to understand that she is personally responsible for the acts of her servants. At the present moment there is a strong hostile feeling on the part of the Ranee and her servants against the factory.

11. Of the eight cases instituted by ryots against planters for forcibly sowing their lands, three were compromised by the parties, one was dismissed after investigation, and four were struck off the file in default of the usual peons' fees being deposited.

12. The officiating magistrate informs me, that in his district no cases of disputes have arisen between planters and zemindars, and but very few between planters and the ryots. The latter are common cases of assault brought by either party on various pretences, such as ploughing up ground where indigo has been already sown, destroying indigo after the plant has come up, and disputes as to having received advances, one of the latter of which cases was attended by rather severe, though apparently unintentional, wounding. In his opinion none of these cases have owed their origin to any defect in the law or the administration; they are such as frequently arise with regard to the cultivation of any other produce. W. L. Robinson, Esq., Officiating Magistrate of Rungpoor.

13. The joint magistrate informs me, that there have been only five cases in his district throughout the year connected with indigo, of which two were in Serajgunge subdivision. Of the three others, which were charges against the servants of an indigo planter for breaking up the rice crop and sowing indigo, two cases were amicably settled, and in one the defendants were punished by fines, but the cases were all trifling. These disputes were not occasioned by any defect of the law. J. C. Dogdson, Esq., Joint Magistrate of Bograh.

14. The magistrate reports, that indigo is not grown in his district, and consequently no cases whatever connected with its cultivation or sowing have occurred. R. H. Ravenshaw, Esq., Magistrate of Dinagepoor.

15. The officiating joint magistrate having recently taken charge of the office cannot speak personally on the subject of indigo planting, but he has ascertained from the records of the office that but five cases connected with that cultivation have been instituted since October last; of these two were Act IV. cases, one of which was settled amicably, and the other dismissed. The other three were petty cases. From this he concludes it is apparent that the sowing was conducted peaceably and without disturbance. A. J. Jackson, Esq., Officiating Joint Magistrate of Maldah.

16. On the whole, the results of the past season have been satisfactory in this division. No serious breach of the peace has occurred, the precautionary measures adopted by the local officers, where disputes existed, having been found effectual to prevent such disturbances. With regard to the remarks of the deputy magis-

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trate of Nattore on the subject of contracts for the cultivation of indigo, it may be sufficient to observe that it is optional with the ryots to receive advances or not, the law affording them sufficient protection against any attempt of the planters to force advances upon them. I believe the truth to be, that the ryots cannot resist the temptation when the money is offered to them, even when they are averse to cultivate indigo.

— No. 5. —

From *A. C. MacArthur*, Esq., to the Secretary to the Government of Bengal, dated the 14th July 1858.

Sir,

I HAVE the honour to forward herewith copy of a letter, dated 3d December, 1857, from the magistrate of Furreedpore to my address, along with copy of my answer, dated 23d December, as also copy of a letter dated 5th instant, addressed by me to the magistrate of Jessore, along with a copy of that gentleman's reply, dated 7th instant, and to request the favour of your laying the following observations before his Honour the Lieutenant Governor, as regards the contemplated site for the head quarters of the Gopalgunge subdivision, but more particularly as regards the villages of Lohogurrah or Luckipassah, for that purpose.

2. In order more clearly to illustrate what I have to state, I take the liberty of forwarding (also herewith) a map showing the extreme northern and southern limits of the Gopalgunge subdivision, along the course of the rivers Elankolly, Mudoomutty, and Attarabanka, being in all a distance in English miles of twenty-eight and half, and as the map from which the accompanying is copied was the work of a professional surveyor, the distance may be relied upon.

Mr. Chapman's letter, No. 779.

3. When it was first contemplated to create the Gopalgunge subdivision, the Government hoped by this measure to check the ravages of the numerous gangs of river dacoits and other thieves who are said to infest the banks of these rivers. To carry out the intentions of the Government as expressed in the above paragraph, copied from the letter No. 1 (herewith) addressed to me by Mr. Chapman, magistrate of Furreedpore, there can be no doubt that Gopalgunge itself would be the most central place for the head quarters of the subdivision, as a reference to the accompanying map will show. It has been stated however, as I understand, that the country about Gopalgunge is too low and liable to inundation for such a purpose, and that therefore other spots less objectionable have been named, and amongst others Lohogurrah and Luckipassah, both within my indigo cultivation, and, in my opinion, objectionable both on public and private grounds, which I will now endeavour to explain. The original and principal object in creating the subdivision being for the prevention of river dacoities, which have been of frequent occurrence upon these rivers from Lunka or Chandpoor southwards to within a few miles of Koolnea station, on the Mudoomutty and Attarabanka rivers, and in the same direction towards Burrisal, on the river called by that name, it would naturally occur to any one that the site of the proposed station should be as much in the centre of the scene of these outrages as possible. A single glance at the map, however, will show that Lohogurrah or Luckipassah are nearly as far removed from them as the limits of the sub-division could admit of, and to be still within it. Supposing, however, that either of the two should eventually be fixed upon, the result would be that by far the most peaceable portion of the whole country occupied by the subdivision would thus be chosen, for such an occurrence as a dacoity, or indeed other crime of any magnitude is never heard of for miles around these places. It will also be particularly remarked, upon reference to the map, that the river upon which Lohogurrah and Luckipassah are situated (the Nobogunga) is some five miles distant from the large river forming the Elankolly, Mudoomutty, and Attarabanka (for the river assumes these different names on its course to Koolnea), and some 15 miles from the nearest point to where these dacoities ever occur; so that, in so far as the prevention of river dacoities (where they really do occur) is concerned, the station might as well be in Koolnea. It is well known to his Honour that crimes such as river dacoities are seldom committed

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mitted in a neighbourhood occupied by European planters, and which is the case downwards from Rajmahal all the way within about 15 miles of Gopalgunge, where, however, no European resides, and where consequently river dacoities are and can be nightly perpetrated without the fear of discovery; for it is a well known fact that many of the principal natives along the line of the rivers, in that unfrequented locality, live by the proceeds of their plunder from defenceless boats passing along. To prevent river dacoities, which, as I said before, was the original intention in creating the subdivision, the head station should be as central as possible, so that when necessary the magistrate himself might visit the spot within a reasonable time after getting information of the occurrence, otherwise he might as well live in Koolnea or Furreedpore, for the delay which would arise in arriving on the spot, should his residence be at Luckipassah or Lohogurrah, would enable the dacoits to decamp with their booty and render pursuit unavailing. Either have the station midway on the unfrequented portion of the river, which will also be found to be midway, or in the centre of the sub-division generally, or save the expense of the station and establishment, for they will certainly be entirely useless unless placed, as I state, in some central position on the Mudoomutty. These are my public grounds of objection, and which I have taken the liberty of urging from having been consulted on the subject of the new sub-division when first contemplated.

4. My private reasons for objecting to the headquarters of the sub-division being at either Lohogurrah or Luckipassah may not appear so conclusive at first sight as those I urge upon public grounds, but it is fortunate for me that his Honour the Lieutenant Governor is so intimately acquainted with the native character, and their proneness to litigation when the means are at their doors, that I shall not have much difficulty in making myself understood. I will begin by stating, that should Luckipassah be the spot fixed upon, the station will be not more than 100 yards from my factory of that name, and where I have a large ryotty cultivation of 2,000 biggahs; and again, should Lohogurrah be the spot fixed upon, that will be about a quarter of a mile from the same factory, about a mile from my factory of Amdanga, and not much more from another factory called Eranda. It will be observed that Mr. Moloney, in his reply, states as his opinion that at either of the two localities the station would be "central for the whole of the Meergunge concern." I do not know whether Mr. Moloney writes ironically, but I should imagine he did; if he means that the neighbourhood of the station to the factories would be beneficial to them, it is sufficiently well known to his Honour that the very reverse is the fact, for amongst a community notorious for their litigious propensities the greater facilities they have of going to court the more frequently will they resort to it, and besides their own propensities in that way, the inducements which would be held out to the otherwise peaceably disposed, by needy and worthless Mooktears and other hangers-on about a court, would be more than they could withstand; and the consequences, I can plainly see, would consist in one scene of petty litigation for imaginary or feigned wrongs on the part of the ryot, creating an unceasing war between him and the factory, to the entire eventual ruin of the latter, not to say to the detriment of the former. Where a ryot wished to evade or not to fulfil his engagement with the planter, he had only in such a case to step in next door, file a petition on an eight annas' stamp, and, as a matter of course, get an order to prevent the planter in any way from molesting him, or interfering with his lands; supposing such a case to happen after a sowing shower, what would be the position of the planter? nothing short of ruin! for one successful case like this, and any one acquainted with the native character will at once see that every ryot would follow the example set to him, should his doing so benefit himself at the moment, either in a pecuniary point of view or to serve some one having a sinister design in harassing the planter. Instances are not by any means wanting to prove that an indigo factory and a station cannot exist on the same spot, and the reason is not difficult to arrive at to any one acquainted with the Mofussil and with the entire absence of remedy to the planter for breach of contract by the ryot. However just the civil courts may be in their decisions, the process is too tedious to be any remedy at all in such cases, for whilst the case is being litigated the factory is closed and the planter ruined in consequence. I may here mention that these factories have been in existence for upwards of 50 years, and the record of the Koolnea court will, if necessary, show that for many years past scarcely a single case of any

Mr. Moloney's letter, No. 361.

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description whatever has been before that court connected with them, and certainly not one at all of other than the most petty description. The principal residents upon the Nobogunga river are Brahmins, who have been there from time immemorial, and who from their rising generation supply a great portion of the Amlah for the courts in Jessore and elsewhere, as well as almost every factory in the district with Gomastahs and Mohurirs, and are an intelligent and peaceful race, having no sort of occasion for the presence of a magisterial station in their neighbourhood. The country is besides almost entirely my own property either as Talookdar, Putneedar or otherwise, and unless therefore in so far as that the river Nobogunga is in a pleasant and high part of the country, and as such a suitable locality for a gentleman's Mofussil residence, there is not one reason that I can imagine why it should be fixed upon as the site for the Gopalgunge station. It is entirely away from the great rivers where dacoities occur, equally away from the abodes of the lawless and turbulent; and saving that it is, as I said before, a pleasant spot, it has not one solitary recommendation as the site of a station created for the object in view when the Gopalgunge subdivision was contemplated.

Finally, taking all these circumstances into consideration, and looking at the accompanying map, I trust his Honour the Lieutenant Governor will withhold his sanction to the erection of the station at any spot north of Lunka or Chandpore, at which places, and down to Gopalgunge, there are very many suitable localities, all on the river, and in the immediate neighbourhood of these scenes of river dacoities, crimes which have never been known or heard of as happening farther north, or upon the Elankolly or Nobogunga river. In closing this letter, I may be permitted to take the liberty of calling his Honour's attention to the copy of my letter to Mr. Chapman herewith sent, in regard to my opinion on the subject of the transfer of the Mooksidpore thannah to the new subdivision.

List of the Papers accompanying this letter.

		PAGE.
No. 1.	Copy of the Furreedpore Magistrate's letter, dated 3d December 1857, to A. MacArthur	70
No. 2.	Ditto Mr. A. MacArthur's reply, dated 23d December 1857	71
No. 3.	Ditto letter from A. MacArthur to E. E. Moloney, Esq., Magistrate of Jessore, dated 5th July 1858	71
No. 4.	Ditto Jessore Magistrate's reply to ditto, dated 7th July 1858	71
No. 5.	Copy of a map surveyed by Mr. A. Phillips in 1845.	

(No. 1.)

From *R. B. Chapman*, Esq., Joint Magistrate, Furreedpore, to *A. MacArthur*, Esq., Meergunge (No. 779), dated the 3d December 1857.

Sir,

It is in contemplation to station a deputy magistrate upon the Mudoomutty and Nubogunga Rivers, with his head quarters at Gopalgunge. The Government hope by this measure to check the ravages of the numerous gangs of river dacoits and other thieves who are said to infest the banks of those rivers.

2. I have been called upon to report, whether I consider it advisable that any of the country now under my jurisdiction should be transferred to the proposed new subdivision.

3. I shall be very much obliged to you if you will favour me with your opinion upon this point. The Pharee of Gopeenauthpore will in all probability be transferred to the new subdivision of Madareepore. If any part of this district in addition to that police division be made over to the new subdivision, it must probably be taken from the country in which your cultivation lies. You are therefore peculiarly qualified to advise the Government upon the subject.

4. Will you also inform me whether the banks of the Mudoomutty in your neighbourhood are infested by dacoits, &c., as supposed, or not? I shall be much obliged, if you will favour me with an early reply to this letter.

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(No. 2.)

From *A. MacArthur*, Esq., Meergunge, to *R. B. Chapman*, Esq., Joint Magistrate, Furreedpore, dated the 23d December 1857.

Sir,

In reply to your letter, No. 779, dated the 3d instant, I have the honour to state—

1. That I am of opinion the stationing of a deputy magistrate at Gopalgunge would be of much benefit to the inhabitants of the surrounding country, for at present they are compelled to go to Furreedpore or to Koolnea (as the case may be), when they have any court business, the difficulties attendant upon travelling at certain seasons of the year being so great as to deter many from undertaking the journey at all, and in regard to river dacoities the proposed station at Gopalgunge would be the means of effectually preventing their occurrence, that locality being at present unprotected, arising in great measure from its distance from the stations of Koolnea and Magoorah, being about half way between both.

2. As no portion of my indigo cultivation or lands fall within the bounds of Thannah Gopeenauthpore, I am not sufficiently acquainted with that locality to pass an opinion upon the advisability of transferring it to the proposed new station, but I will take the liberty of remarking, that as my country extends no further south than the bounds of Thannah Mooksudpore, I would not by any means advise the transfer of any portion of the country under the latter thannah to the new station, Furreedpore itself being more contiguous and easier of access, besides being possessed of the advantage, so highly prized by European and native, of having a covenanted officer for its magistrate. For the sake of this advantage, a native would travel much further in quest of justice than if the court were presided over by a native; and the European, to my certain knowledge, would almost prefer foregoing the chances of redress, than be obliged to seek it from a native magistrate, from whom impartiality is generally supposed to be the exceptional case. I would therefore strongly advise the Government to retain, attached to the Furreedpore Station itself, all the thannahs north of Gopeenauthpore, and as to that thannah itself, my limited knowledge of its locality would induce me to recommend its transfer to Gopalgunge or Madareepore, for its distance to Furreedpore is so great, and access to that station so difficult, as to render it doubtful whether a native would not rather sacrifice his rights than travel so far, and particularly after the rains set in, when the roads are almost impassable for any kind of conveyance, and

3. River dacoities are by no means of so frequent occurrence upon the Mudoomutty River as they were some years since; in fact, I have not heard of a single case of an aggravated character for a year past, and the erection of the new station of Gopalgunge would, as I said before, completely put a stop to them.

(No. 3.)

From *A. MacArthur*, Esq., Meergunge, to *E. C. Moloney*, Esq., Magistrate of Jessore, dated 5 July 1858.

Sir,

May I beg the favour of your informing me whether it is in contemplation to substitute Lohogurrah or Luckipassah for Gopalgunge, as the site of the new subdivision? I have no official information to that effect, but having the strongest objections to its erection on the locality spoken of, I trust you will enable me to state them in the proper quarter before the measure is finally decided upon.

(No. 4.)

From *E. C. Moloney*, Esq., Magistrate of Jessore, to *A. MacArthur*, Esq., Meergunge (No. 361), dated 7 July 1858.

Sir,

In reply to your letter of date the 5th instant, I have the honour to inform you that the head quarters of the Gopalgunge subdivision have not yet been finally decided upon. The places you mention will be considered as well as the other eligible sites in the neighbourhood. I should have thought that Lohogurrah was very centrical for the whole of the Meergunge concern in the thannahs of Lohogurrah and Belgatchee.

(No. 2924.)

Forwarded to the Commissioner of Nuddea for report, with the request that he will return the original papers and the sketch with his reply.

By order of the Lieutenant Governor of Bengal,

C. T. Buckland,

Junior Secretary to the Government of Bengal.

Fort William,
27 July 1858.

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From *A. Grote*, Esq., Commissioner of the Nuddea Division, to the Junior Secretary to the Government of Bengal (No. 226Ct.), dated 16 December 1858.

Sir,

I BEG now to return the enclosures of your letter, No. 2924, dated 27th July last, with the following remarks on Mr. MacArthur's objections to the selection of Lohogurrah or Luckipassah, as the head quarters of the Gopalgunge subdivision.

2. Mr. MacArthur's objections are both on public and private grounds. Those of the first class would represent both the above places as too far north of the dangerous part of the Moodoomutty.

3. Mr. Bainbridge, while recommending the abandonment of the plan of establishing his head quarters at either of these places on account of their low level, remarks as follows on the necessity of selecting a site which shall not be south of Chandpore. This place is a few miles only south-east of Luckipassah.

"Previous to my removal from Gopalgunge, the reports of theft and burglary in and about Luckipassah and Lohogurrah, and on the Nobogunge upwards to Nuldee, were numerous; my presence has been a sensible check, but they are still frequent."

"The number of budmashes fills no small space in the notoriety of both places."

"As to dacoity I remark that Ramlo Churn Buxee, resident of Battrapara, and Mohima Chunder Raha, resident of Palaghatta, Thannah Maroodpore, two 'principal natives on the line of the river,' have been notorious encouragers of dacoits and receivers of stolen property. The former place is about seven and the latter about two miles north of Chandpore. Suspicion still attaches to both, especially the latter, and I find Paterghatta still named as the dreaded reach of the Mudoomutty. It is not so long since a large gang of dacoits was exhailed from Itna, a village adjoining Chandpore. I believe a heavy dacoity has occurred within the year near *Nuldee. I observe that by far the major part of work of all description comes from north of that place; that the northern part of the subdivision is most populous, the residence of all the planters and most of the large landholders, and that the concealment of crime is alarming, all which, considered with the comparative facility of transit up and down stream, induce me to think the station should not be further south of Chandpore than is absolutely necessary. I believe it would so best support all the objects contemplated."

* *Viz.* Sunkerpore, in the house of Dhurmonarain Shaha.

3. The private reasons for objecting to the establishment of the subdivisional head quarters within the country of the Meergunge concern seem to contain some grave admissions against the present system of growing indigo. Why should not a factory and a station be capable of existing on the same spot? I am quite of the opinion of the magistrate and his assistant that the subdivision lately established in Eastern Jessore was very much required.

4. As regards the best site for this subdivision, I recommend that for the present none be fixed on. Its jurisdiction must be first finally settled; as yet it consists only of one thannah and two pharees, one of the latter being in Furreedpore, the authorities of which district do not, I understand, wish to contribute any further to it. As I have already said in previous letters, I am strongly in favour of confining all subdivisional jurisdictions to one district, and I have proposed to add Sulkeah thannah to Gopalgunge. For the present it is therefore advisable to keep its head quarters afloat, for a boat must always be provided for the officer in charge, the whole country being under inundation during the rainy season.

From *C. T. Buckland*, Esq., Junior Secretary to the Government of Bengal, to *A. MacArthur*, Esq., Meergunge, (No. 471), dated Fort William, 19 January 1859.

Sir,

Your letter dated the 14th July last, stating your objections to the selection of Lohogurrah or Luckipassah as a site for the head quarters of the new subdivision of

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of Gopalgunge, having been duly submitted to the Lieutenant Governor was forwarded by his Honour's direction to the Commissioner of the division for inquiry and report. I am now directed to inform you, that the Commissioner, after duly considering the subject, recommends that the head quarters of the sub-division should not at present be fixed permanently in any locality, or until further experience shows which site is most eligible, and in this opinion the Lieutenant Governor concurs.

2. The map which accompanied your letter is herewith returned.

From *A. Grote*, Esq., Commissioner of the Nuddea Division, to the Secretary of the Government of Bengal (No. 119 Ct.), dated 12 June 1859.

Sir,

In July last I received from Government, with a call for report on its contents, a petition presented by Mr. MacArthur, of the Meergunge concern. This gentleman represented that the Gopalgunge sub-division of Jessore was one that might be well dispensed with, and protested at all events against its head quarters being located at Luckhipassah, or anywhere within the country sown by his concern. I request the favour of his Honour the Lieutenant Governor referring to my report on this petition, dated 16th December last, No. 226 Ct.

2. As a supplement to that report, I now beg to lay before Government, for perusal, copies of the English decisions of the Officiating Magistrate and Sessions Judge in the cases noted in the margin. They will show that Mr. MacArthur has been convicted in two cases of the illegal detention of certain ryots in a brick godown at Meergunge Factory, and fined 300 rupees in each case. The Sessions Judge in appeal reduced this fine to 250 rupees in each case, not with any intention of mitigating the magistrate's sentence, but in order to bring the total amount of fine within the limit of 500 rupees imposed by Act 53 Geo. 3.

Queen and Bholie Sheikh *v.* Mr. Alexander MacArthur.
Queen and Fuquir Mahomed *v.* Mr. Alexander MacArthur and others.
Queen and Dhonee Shaik *v.* Jakair Biswas.

I consider Mr. Bainbridge to have acted with a promptitude and firmness in releasing the confined ryots which entitle him to great credit, and I think also that we have now ample proof that this sub-division was much wanted.

Queen and Bholie Sheikh versus Mr. *Alexander MacArthur.*

Charge.—Illegal detention or duress under Act 53 Geo. 3, c. 155, s. 105.

It is clearly proved on evidence, which is good, considering the power of the accused and his position, that Bholie Sheikh was seized and taken to various factories and there detained together with others. It is further indisputable that certain persons were released by Mr. Bainbridge, one of those persons having answered to the call "Bholai," raised by person on the outside of a brick godown, within which he and the others released were shut up. This Bholie was also identified by various witnesses; and Nadya Chand Nishe deposes to have been confined with him. His name, and that of the others, was recorded by the Nazir of Gopalgunge, and that official described the persons whose names were written down, and descriptions tally with the persons of the plaintiffs in this and the concurrent case. From these and other casual circumstances, I am convinced that Bholie, present in this court, is one of the men released by Mr. Bainbridge from Meergunge godown. The fact of a detention for about two months is proved by the statement on oath of Bholie Sheikh and the plaintiffs in the case of Fuquir Monceroodee and Mudoomutty, whose case is filed in support of the evidence in this, also by the petition letter, or defawaree, read in the presence of defendant's son and various amlah in Mr. Bainbridge's tent. It is further shown by the reply that he was not there of his own free will, and that he did not enter surreptitiously and allow himself to be locked up. It is lastly improbable, and according to the deposition of Mr. Smith, a person in charge of factories of defendant, it is impossible that defendant could have been ignorant of a lengthy detention of any person within the walls of the godown of the factory inhabited by him; and there is good ground for supposing that such treatment is often applied to ryots, who desert or default in indigo matters. I consequently fine Mr. Alexander MacArthur, defendant, 300 rupees, to be levied according as prescribed in the Act 53 Geo. 3, in the default of payment within five days.

7 May 1859. *C. B. Skinner*, Officiating Magistrate.

After the above order was passed, defendant's mookhtear put forward an objection that two witnesses for the defence had not been heard. Mr. MacArthur did not raise this objection, nor do I think it could affect my orders, which are based upon the inapplicability of defendant's reply. Nor has a subpœna been served.

C. B. Skinner, Officiating Magistrate.

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Queen and Fuquir Mahomed, &c., versus *Alexander MacArthur and others.*

Charge—Illegal imprisonment.

In this case we must consider, firstly, the detention at Luckhipassah. This is denied by Mr. Smith, in charge who, however, refused to give a deposition until he should have time to consider and consult. The evidence on which I consider it proved is the statement of plaintiffs, backed by that of certain casual visitants to the factory in the ordinary course of business, &c.; the only evidence in repudiation is that certain persons, who state they did not see the plaintiffs, although themselves were occasionally at the factory. We next find them at Noacola. It is not at all impossible that they should have been forced to give in petitions as stated by them; the petitions filed do not in any way disprove the charge. It is next proved, and on unimpeachable authority, that they were released from Meergunge factory. Now, no case is made out that they were simply confined for a legal period for arrears of rent, which might easily be done is true. Some time ago punishment was awarded against certain persons for duress in Meergunge factory from simple enmity; I am inclined to look on this as a detention from similar causes for the reasons stated by the plaintiffs; it struck me very particularly in the cross-examination of witnesses, that the questions put by plaintiffs were those of persons pleading facts, with which they believed the parties under examination to be acquainted; and of Nadya Chand's evidence, it is sufficient to remark that the best part of it was extracted by cross-examination. The evidence to minor parts is necessarily scanty, but I think there is sufficient, when backed by the release and the facts above recorded, to establish a good case, as in Bholie's case. I consider Mr. MacArthur guilty of being a party to the illegal confinement, and fine him 300 rupees, under Act 53 Geo. 3., to be realised as by that Act provided. Nelumber Ghose, Gomashta of Luckhipassah factory, tries to prove that defendants were not there, but I consider his defence worthless, and sentence him to one month's imprisonment, and 40 rupees fine in lieu of labour to be paid in 48 hours, and 100 rupees in addition, or other six weeks imprisonment; Hurmotoolah to a fine of 50 rupees, or one month's imprisonment; also Pauchoo Chowkeedar, of Meergunge, whose defence cannot stand, and Selamutoolah of Luckhipassah to the same.

(signed) *C. B. Skinner,*
Officiating Magistrate.

10 May 1859.

Nelumber Ghose was Gomashta of Luckipassah Factory, where plaintiffs are proved to have been confined by the evidence of several persons. Defendant tries to prove that they were not so confined. Before the orders on Mr. MacArthur were referred in appeal to the Sessions Judge, and before defendant Nelumber had appeared in person; but after hearing all the evidence for the prosecution and defence, I recorded a sentence of imprisonment, which, however, has never been pronounced. The Appellate Court has put a veto, an order of imprisonment against the native defendants in this case; I therefore sentence Nelumber Ghose to a fine of 100 rupees, or six weeks' imprisonment, and 40 rupees in lieu of labour, to be paid in 48 hours. Hurmotoolah, Pauchoo, and Selamutoolah, who are proved to have been Chowkeedars on duty at the factories of Meergunge and Luckipassah, respectively, during the period of the plaintiff's confinement, and who do not deny that they held the office throughout, though they do deny that plaintiffs were imprisoned, are sentenced each to 50 rupees fine, or one month's imprisonment, and 20 rupees in lieu of labour.

(signed) *C. B. Skinner,*
Officiating Magistrate.

2 June 1859.

Queen and Dhonie Sheik versus *Jahair Biswas.*

Charge.—Illegal confinement.

In the first place, I consider it proved by Bholie and witnesses, and confirmed by Mr. John MacArthur, that Bholie was at Noacola Factory, and by the former that he was taken away to Meergunge. A similar statement made by Monerodee and Fuqu ir Mahomed give force to it, and a subsequent release as well as the previous capture are satisfactorily proved. It is shown that Jakair Biswas ordered violence. This proof in this case, backed by the evidence to similar conduct in the other, are sufficient evidence to establish guilt on the part of defendant. I consequently sentence him to 15 days imprisonment, with 20 rupees in lieu of labour, to be paid in 48 hours, and to pay a fine of 100 rupees, or to undergo imprisonment for six weeks more,

(signed) *C. B. Skinner,*
Officiating Magistrate.

10 May 1859.

Appeals Nos. 51, 55, and 56.

This is an appeal from Mr. Alexander MacArthur, of Meergunge Factory, against two fines of 300 rupees each, imposed on him by the Officiating Magistrate in two cases of illegal imprisonment. The plaintiff Bholie Sheikh, and Fuquir Mahomed and Monerodee, co-plaintiffs

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co-plaintiffs, were all three released from a locked godown of the Meergunge Factory, by the Joint Magistrate of Gopalgunge, Mr. A. J. Bainbridge, who was informed of their detention there by a small boy, as he was riding up to pay a visit to the factory. The evidence of Mr. Bainbridge shows clearly and indisputably that the disclosure made to him was unexpected, though he had before heard of men being confined; that on going up and calling out Bholie, he was answered at once; that when the servants of the factory would not bring the key of the godown, he sent to Mr. MacArthur, who had it brought at once, and the men were released then and there; that he did not observe any irons on them; that it was then stated, for the factory, that the men were defaulters for rents, and that he had them at once sent off to his tents by his own people where he took their depositions the next day. He admits that he could not swear to the men being the same, but as it was rather dark when he released them, this matters little, the more so as the parties released already recognise Mr. Bainbridge, and are identified by others, Abed Sheikh, Lukhshmen Syce, and Ramdhon, the Nazir.

The released parties declare that they had been detained for about two months, variously at Luckipassah, Noacola, Churnarandy, and finally at Meergunge Factories. The reasons given are either that they are servants of Bisseur Chuklanovis, who is at feud with Mr. MacArthur, or that they have taken indigo advances, or owe rent, or that there was a fear lest they should give evidence in some cases regarding an estate purchased by Ram Rutton Rai.

It is clear, however, from the evidence of these men that during all the above periods they were not continuously confined. They admit being allowed to go home at times, and Fuquir Mahomed allows that he was made to give a petition in person in the Joint Magistrate's Camp on the 10th of March, when had his imprisonment been rigorous or even real, he would surely have complained thereof. This was only one week before the release at Meergunge.

Other witnesses, however, corroborate the detention of the parties to a certain extent at the out-factories, before they were taken to Meergunge. The evidence of Somerooddeen, Nydia Chand, Mofezodin, Baken Khan, Tamizuddin, a second Nydia Chand, and Shiromoini, is tolerably clear as to their apprehension in the first instance and their subsequent detention against their will at Noacola and Luckipassah.

It is admitted, however, that the evidence of others on this point is their mere hearsay, or that it would seem to imply (see depositions of Shibchunder Bukshe) that the men were at the factories of their own free will to settle about rents, &c. The real gist of the charge against Mr. MacArthur is his complicity in the detention at Meergunge. There is nothing to connect him with the original apprehension and detention at the out-factories; at least there can be no such presumption of criminal knowledge as would sustain a conviction, and we have seen that there are doubts as to the reality of any violent or continuous detention previously.

With regard to the real point in the case, then, Mr. MacArthur shows that he went to Furreedpore on the 14th of March and returned only on the 16th, just before Mr. Bainbridge released the parties; and it is argued for him that his ready offering of the key of the godown, and his release of the parties then and there, does not look like criminality. It is also said that the men were there as rent defaulters, and that, after all, it is not clear that the parties whose evidence has been taken were really the parties released.

On this I must observe, that rent defaulters can only be summoned to settle matters, and on no pretence can they be shut up in a dark godown under lock and key. As to the insinuation that the men were charged in the way, it is clear that Mr. Bainbridge took every pains to convey them to his tent in safety. They recognise him as the official who released them, and they were the parties likely to remember their deliverer, and Abed, Lukshmen, and Ramdhon Bukshe identify them as the real parties. Nor is it easy to see what object any one would have in substituting others for the real men: these men had been in a godown and could tell a plausible story: new men would have had to be tutored into a knowledge of places and times.

Again, Mr. MacArthur could hardly have refused to open the godown at the request of the Joint Magistrate, and whether he knew of the detention or not, it would have been the worst policy to refuse to unlock the door. Any charge, however outrageous, might afterwards, as Mr. MacArthur must have well known, have been easily got up against him with some show of probability.

Nor does it seem to me to affect the case that Mr. Bainbridge, at the time, was out of the jurisdiction of Gopalgunge, and in that of Magoorah. Both are in Jessore, to which Mr. Bainbridge stands appointed. He acted as a police officer, and his evidence taken regularly in the case is open to the same scrutiny as that of any other witness.

It was for the appellant to show under what circumstances, or by what show of right, the parties were found in the predicament accurately described by Mr. Bainbridge. This onus fairly lays on Mr. MacArthur, and as he has brought no good evidence to explain the circumstances or to give the detention a different colouring, I think, considering the unrebutted evidence of the parties, (who say that they had been at least for some days there,) the place of the confinement, (it being the godown of the head factory of a large concern,) and the whole probabilities and inferences, that the appellant cannot complain if the courts, on this, argue his complicity, and hold that the illegal detention must have taken place under his sanction either expressed or implied.

An objection that the Magistrate made Mr. John MacArthur a witness when he might have been inculpated as a defendant through certain testimony which was held valid

against other persons, but apparently disregarded in his case. does not appear to me of very great importance.

The magistrate acted to the best of his judgment, and there may be several little circumstances as to identity, mode of speech, &c., to influence a judge who bases his judgment on the witness before him, and on the *viva voce* testimony which cannot be attainable to the same extent, by an appellate judge, who is confined solely to the dead record.

I observe, however, that the magistrate has fined Mr. MacArthur 600 rupees. Looking to the Act of George 3, which fixes 500 rupees as the limit, and to the well known construction of our courts with regard to cumulation punishments, which cannot be awarded for offences occurring at the same date beyond the strict letter of the law, or beyond the full amount of the officer's powers, I lower the fine in each case to 250 rupees, which will bring it within the law.

With regard to the appeal of Jakair Biswas, he is a gomastah of the out-factory of Noacola, and there is nothing whatever to connect him with the actual imprisonment at Meergunge. All that is in evidence against him is, that he ordered Bholie to be apprehended and beaten, though not severely. I must treat this case as one of common assault, and in this view I reduce the sentence to 50 rupees, or 15 days' imprisonment.

Looking to the difference of the laws for Englishmen and natives, and to the particular circumstances of this case, I cannot altogether reconcile myself to a decision by which the owner of the factory, an Englishman should leave the court with a fine, though a heavy fine; while the servant, a native and an old man to boot, should leave the court not under a fine, but for the jail, under a peremptory order of imprisonment.

The sentences are amended accordingly, the orders of the magistrate being substantially affirmed. A copy of this decision to be sent to the officiating magistrate for his inspection.

(signed) *W. S. Seton-Karr*,
Sessions Judge.

Jessore,
26 May 1856.

From *A. R. Young*, Esq., Secretary to the Government of Bengal, to the Commissioner of the Nuddea Division, (No. 4,144), dated Fort William, 30 June 1859.

Sir,

I am directed to acknowledge the receipt of your letter, No. 119Ct., dated the 12th instant, submitting copies of the decisions of the Officiating Magistrate and Sessions Judge of Jessore, in three cases of illegal imprisonment in which Mr. MacArthur, of the Meergunge Indigo Factory was concerned

2. These cases afford, I am to observe, a very pregnant comment on the petition which was submitted by that gentleman to Government in July 1858, against the establishment of a sub-divisional officer near his factories.

3. His Honor cannot but consider such cases of long continued illegal confinement as those of which Mr. MacArthur was found guilty as a great opprobrium. Where the offender is a British subject, no doubt the criminal law is very unjust towards the injured native. But the civil law is not open to the same imputation. It should be made known to the sufferers, and generally to the poor people subject to such oppression, that apart from all action of the criminal courts, any person placed in confinement by a private person, on whatever pretence, has a civil action against the oppressor, whoever he may be.

4. The part taken by Mr. Bainbridge, the Joint Magistrate, in releasing the ryots confined by Mr. MacArthur, was very praiseworthy; and I am to request that you will convey to him the expression of the Lieutenant Governor's approbation of his conduct.

— No. 6. —

From *T. B. Lane*, Esq., to the Secretary to the Government of Bengal, dated Rajshahye, 14 May 1859.

Sir,

I have the honour to submit, for the consideration of his Honor the Lieutenant Governor, the draft of a Bill for ensuring the execution of engagements for the cultivation and delivery of indigo plant.

2. In doing so, I am influenced by a strong desire to secure, not only the protection of the class of indigo planters from fraud, but also the cessation of those affrays and quarrels which often arise from breach of engagements, caused by collusion

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lusion between the ryot and the zemindar; and, I trust, that I may not be deemed intrusive or over zealous.

3. I think it right to make a few preliminary observations:—

The riot in breaking his engagement, whether by a fraudulent transfer of the plant to another than the person making the advances, or by an utter failure to sow his land with the indigo seed, is as a rule in collusion with his zemindar, although no doubt influenced also by his cupidity; and just as certainly, he, as a rule, contracts the engagement with the consent of his zemindar. I would make the consent of the zemindar, through his agent, an indispensable condition to the engagement.

The proposed law, to be in any way beneficial, must have a summary and immediate effect. Any delay in the magistrate's court, followed by a further suspense pending the decision on appeal by the judge, would render the law practically useless. A summary procedure, without appeal, being therefore essential to its success, it is necessary that the circumstances attendant on the making of the engagement should be such, as to preclude all after excuses on the part of the contracting party. The signature of the zemindar's agent would be the proof that the ryot had willingly contracted the engagement.

It is not to be denied, that reputable and respectable as is the class of indigo planters for the most part, still amongst them there are some unscrupulous persons. A measure preventing fraud on their part, must therefore be included. I consider that the full list of the season's engagements required by Section II., which would be open to general inspection in the magistrate's court, would afford a sure means of detecting any such attempt at fraud, long before any suit could be preferred based on a false contract; as well as it would enable the magistrate to detect any ryot who might have received advances from more than one person. I may also observe, that any planter who once defrauded ryots contracting with him, would effectually discourage them and all others from again entering into engagements with him.

The date specified in Section II., is the ordinary period at which advances are made, but a magistrate may, at his discretion, and on consideration of special circumstances in any district, determine another date as the last on which attestation can be effected.

The possession to be given under Section V., would be given under the same procedure as that in use in cases under Act IV. of 1840.

Bill for the ensuring the Execution of Engagements for the Cultivation and Delivery of Indigo Plant.

Every written engagement for the cultivation and delivery of indigo plant, shall be countersigned by the person making the advance, and by the zemindar's gomashta of the mouzah in which the land to be cultivated is situate.

II. Every such engagement shall be presented to the magistrate of the district before the 1st day of September in each year, or before such date as may be determined by the magistrate; and the magistrate shall fix to each document his signature, and the date thereof. On the 1st day of September, or on such date as may be determined as above, every person making advances and receiving such engagements for the season then commencing, shall furnish the magistrate with a full list of all such engagements received by him in the form A.

III. If any person who may have made such advances, shall have just reason to believe that an individual, under engagement to him, is in any way evading, or intending to evade, the execution of the said engagement, it shall be competent to such person to present a petition of complaint to the magistrate, filing with the same the deed of engagement, attested as provided in the first and second Section of this Act.

IV. On the presentation of such petition and deed, a summons shall be immediately issued requiring the individual complained against to attend, and answer to the complaint personally, or by agent, before the magistrate within a reasonable specified period, but which shall in no case exceed 14 days.

V. If the individual thus summoned shall attend personally or by agent within the specified period, and shall offer to fulfil his engagement, he shall be permitted to do so. If he shall refuse to execute his engagement, or after offering to fulfil it, shall fail to do so, or if he shall not appear within the time specified, the magistrate shall summarily order possession of the land described in the engagement to be delivered to the person making the advances

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and shall maintain him therein until the expiry of the season for which the said engagement has been made; and any such order of a magistrate shall be final.

VI. In every case in which the magistrate shall order possession to be given to the person making the advances, he shall require from the said person an agreement that on gathering the entire crop grown on the land so possessed he will pay to the individual who originally made the engagement the balance, if any, which he contracted to pay for the produce, after deducting therefrom the expenses which he shall have incurred in bringing the crop to maturity, as also any rent which he may have paid for the land so possessed by him.

VII. Any person who shall aid or abet any contracting ryot in the evasion of his engagement shall be liable to a fine not exceeding one hundred rupees for each such offence, or in default of payment shall be imprisoned for one month; such order being subject to the usual law of appeal.

FORM A.

LIST of Engagements for the Cultivation and Delivery of Indigo plant, for the Season commencing

Name of Mouzah.	Name of Ryot.	Quantity and Boundaries of Land.

From *A. R. Young*, Esq., Secretary to the Government of Bengal, to *T. B. Lane*, Esq., Rajshahye, (No. 3538), dated Fort William, the 3d June 1859.

Sir,

I AM directed to acknowledge the receipt of your letter dated the 14th ultimo, submitting for the consideration of the Lieutenant Governor the draft of a bill for ensuring the due performance of contracts entered into by ryots for the cultivation of indigo.

2. The proposed law, in his Honour's opinion, is open to the following objections.

3. The breaches of contract for which it is intended to provide a remedy are already open to the natural remedy of an action for damages. If this remedy is found sufficient for all other breaches of contract, and especially for those where the contract is for the production of any other crop besides indigo, the Lieutenant Governor does not understand why it should not be sufficient for such breaches where indigo is the article contracted for. It is well known to be a common practice for native and other capitalists to make advances for the cultivation of sugar, cotton, grain, and other crops; and no extraordinary interference of magisterial authority is asked for in such cases. Why should it be necessary where indigo is the article in question?

4. If, as is presumable, the reason be that indigo is not paid for at a price which makes it as profitable to the ryot as other crops, that circumstance by no means justifies a special law applicable to indigo in favour of the party making the advance and against the ryot.

5. In proposing a special law regarding indigo or any other crop, it is incumbent on the promoter of the law to ascertain and show, as his first step, what the speciality is which, in his opinion, warrants special legislation in that particular case. This you have omitted to do.

6. The proposed law proceeds apparently on the assumption that the zemindar's permission is necessary before a ryot can cultivate his land in any particular manner; but this is not the case: generally speaking the zemindar has no right to interfere with the ryot's cultivation, and his consent does not make

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make any contract the ryot may enter into more or less binding than it otherwise would be.

7. Your draft Act again makes no provision for cases in which a contract between a ryot, or a person claiming to be a ryot, cannot be executed without interfering with the rights of a third party; as where A contracts with a party to cultivate indigo on B's land, or on land which B claims to be his; such cases, it is obvious, are not suitable for the decision of a criminal or police court.

8. His Honor, however, considers the provision suggested in your draft, for securing the reality of contracts for the cultivation of indigo and the freedom of action of the weaker party on such occasions, namely, by requiring them, in order to their being of legal validity, to be entered into in presence of a public officer, a very good one, and one that might with advantage be extended to contracts made under advances for the cultivation of any crop whatsoever. The attention of the Legislative Member of Bengal will be drawn to this suggestion.

(No. 3539.)

Copy of the above letter, and of the one to which it is a reply, together with the Draft Bill, forwarded for the information of the Legislative Member of Council for Bengal.

From *T. B. Lane*, Esq., Rajshahye, to the Secretary to the Government of Bengal, dated 23 June 1859.

Sir,

With reference to your letter to my address, No. 3538, of the 3d instant, I have the honour respectfully to submit some further observations on my draft Act concerning indigo contracts.

2. I would with all deference observe, that there is a great difference in the position of persons making advances for the cultivation of indigo and those who make advances for the production of other crops. The former class consists of persons who, expending large sums of money in advance for the cultivation of land, reside in the immediate vicinity of that land, carry on the subsequent manufactures, in which other large sums are expended on the spot, and possess considerable influence with the population, in consequence of this connexion with them from which so many earn their maintenance. This influence, exercised independent of the zemindar, is most distasteful to him, and although he may be sometimes propitiated by large presents to himself and his amlah, his feelings of dislike to the position held by the indigo planter are often so strong that he uses all his efforts to prevent the actual cultivation of the plant. At the best, cultivation is impeded by a heavy tax, and in some cases stopped altogether.

3. I do not assert that the zemindar has the slightest right to regulate the cultivation of his ryots' land; but regarding the immense power possessed by him over them, by which he can compel them in any case to act at his will, I wish it to be made essential to the free character of the contract between planter and cultivator, that there should be a formal recognition of its existence on the zemindar's part. The contract would not be more binding, but the magistrate would feel assured that it had been really or willingly made.

4. Under the present law, in cases of breach of contract the planter, who, honourably averse to resort to physical force, applies to the Civil Court for redress, cannot there obtain a sufficient compensation for his loss. The damages awarded cannot be recovered from ryots, who have little or no property, who have taken the advance because they wanted money to pay their rent. And as these breaches do not occur singly, but all the ryots of the zemindaree act in concert, an indigo planter as at present situated may at any time find himself injured in a very serious degree.

5. Assuming, therefore, that indigo planters are engaged in sustaining a commerce in one of the most valuable products of India, that in doing so they

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expend a large amount of capital, and affect materially both the weal of the surrounding population and the revenues of the country, I would urge that it is both politic and just that they should be specially protected from the opposition so constantly shown to them by the neighbouring zemindars, who, by exercising their great power, can effectually bar the progress of their cultivation.

6. I have heard that many ryots believe that indigo is not so profitable to them as other crops are. What I wish to secure is, not the forcing the ryot to make engagements which he does not like, but merely that when he has, with the cognizance of his zemindar's agent, willingly agreed to certain terms, he should be compelled afterwards to fulfil them.

7. Let me add, that it seems very probable that if a summary remedy as proposed by me can be provided, breaches of contract will but seldom occur through fear of the immediate result, and the whole question will settle into its proper position, viz., that if a zemindar wishes to prevent his ryots from cultivating for a factory, he will be obliged to do so by preventing them at first from taking advances, instead of allowing them to take the money and afterwards deny the contract.

8. With reference to the 7th paragraph of your letter, I would suggest that, if in the opinion of his Honor the presence of the zemindar's agent cannot be considered a sufficient guarantee that the land contracted for belongs to the ryot contracting, an addition should be made to the 4th Section of the draft as follows:

"Provided, that if within one month from the date specified in Section II., any individual shall before the magistrate claim land described in the list of engagements for the season to be his holding, not that of the ryot in whose name it is entered, the magistrate upon receiving any petition from the person making advances for the cultivation of the said land, shall refrain from proceeding under this Act, referring the parties to the Civil Court."

From *A. R. Young*, Esq., Secretary to the Government of Bengal, to *T. B. Lane*, Esq., Rajshahye (No. 4220), dated Fort William, the 5th July, 1859.

Sir,

I AM directed to acknowledge the receipt of your letter dated the 23d ultimo, submitting further observations on your Draft Act concerning indigo contracts, which has been duly laid before the Lieutenant Governor.

— No. 7. —

From *E. Prestwich*, Esq., to the Honourable *F. J. Halliday*, Lieutenant Governor of Bengal (No. 320), dated the 2d February 1859.

Sir,

WITH reference to the interview I had the honour to have with you on Thursday last, I beg to hand you a statement of the facts I mentioned on that occasion.

1. I am the proprietor of the Hobra Indigo concern in zillah Baraset, and largely interested in the several concerns belonging to the Bengal Indigo Company, as also indigo concerns in zillahs Arrah, Tirhoot, and Jessore.

2. Mr. Eden, the present Magistrate of Zillah Baraset, has expressed his determination in the most hostile manner (through the medium of the "Field" newspaper, of which it is notorious he is the mofussil editor, as also generally to every person with whom he comes in contact,) to entirely do away with indigo cultivation within the district of Baraset, stating that in the course of two years no indigo shall be sown in that district.

3. In consequence of Mr. Eden's expressed and well-known hostility to the cultivation of indigo, the ryots of Chowrassee and Ookrah pergunnahs in the Hobra concern have entered into a combination not to come in and settle their accounts for the past season, or to enter into any arrangement to clear off the money they are indebted to me.

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4. In order to insure the good working of the Hobra concern, I took an ezarah of Chowrassee pergunnah, in which I pay an annual yearly loss of six thousand rupees. Every possible indulgence has been shown towards the ryots. I have never attempted to increase the collections in any way, and have borne with this loss that the ryots should have every encouragement to act fairly by the concern. They now being assured that the magistrate will support them in evading their indigo engagements, refuse to sow indigo as heretofore.

5. On representations made to me last season by Mr. Eden, that Mr. Hampton permitted the servants of Hobra to act unfairly towards the ryots, I removed Mr. Hampton from charge of the concern, and also discharged the old servants, Mr. Eden assuring me I had only to do so to make the ryots exceedingly well disposed towards the concern, and promising me every encouragement and assistance.

6. I now discover that I have been completely misled, and that Mr. Eden's determination to uproot indigo cultivation is the real cause of my present difficulties, and where a magistrate of a district does not hesitate to express publicly his hostility to indigo, it is quite impossible for me to expect assistance or justice from him, and my position has been made doubly difficult by my having a new manager, assistant, and servants.

7. I have invested a large amount of capital in the Hobra concern. I have this year provided indigo seed at a very great cost, and when investing my capital in district Baraset, I did so in full confidence that I should receive every fair assistance and encouragement, and not be ruined by an officer of government who is determined to carry out his expressed theory as to what is best for the good of the country, viz., the entire cessation of indigo cultivation to be superseded by cotton.

8. Mr. Eden makes a pretence that his private feelings do not affect his official acts, and do not influence his amlah, the police, and the ryots of the district. Any person at all acquainted with the influence a magistrate exercises in the Mofussil, must know that he has only to raise his finger to put up the ryots to rebel against the factory, and ryots generally are only too glad of any excuse to avoid paying their just debts.

9. In the many indigo concerns in which I am interested no difficulty like the present exists. It is only in Baraset, and with a magistrate so biassed and prejudiced; and if Mr. Eden's present policy is to be pursued by him and adopted by other magistrates, it must certainly result in my ruin as well as that of all men who have brought capital to the country for investment in indigo.

From *E. Prestwich*, Esq., to the Honourable *F. J. Halliday*, Lieutenant Governor of Bengal, dated Calcutta, 15 April 1859.

Sir,

You will doubtless recollect the interviews which I had the honour to have with you, on the 27th January and 3d February last, in respect of certain complaints which I made against the Honourable Mr. Eden, the magistrate of Baraset, as affecting my interests in the Baraset concerns, of which I am the proprietor.

2. At the latter of these interviews Mr. Eden was present, and I agreed, in order to avoid the necessity of proceeding further in the matter, to a proposition that was then made to the effect that Mr. Eden should, on his return to his charge, persuade the ryots to come in to the factory in order that they might compare and settle their accounts for the past season.

3. So far, however, from Mr. Eden's carrying out this arrangement upon his return, he, in open court, stated that I had petitioned Government for his removal, and that I had been unsuccessful in my application, thereby letting the ryots know, what they otherwise would not have known, that we were opposed to each other, and intimating to them that they might proceed to the factory if they pleased which they were probably aware of before.

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Subsequently, on the 20th February, Mr. Eden issued a roobookaree much in the same spirit, and the result has been, as a matter of course, that up to this hour not a ryot has come in to settle his accounts.

Finding that Mr. Eden was not acting with even a show of fairness, but that his hostility to the factory had been increased by my proceedings, I laid the matter before Mr. A. Grote, the Commissioner of the district. After some delay, Mr. Grote replied that no case was made out for his interference or for representation to Government, upon the ground, as stated in the following extract of his letter to me dated the 6th instant, that "the explanation of the roobookaree of the effect of which you complain is given in the following extracts from Mr. Eden's letter, (paras. 17–20), which show that the latter warned you of what might be expected from his interfering in the manner proposed by you." I appeal to you, Sir, whether Mr. Eden's explanation is a fair explanation of what actually took place, and whether he has interfered in the manner proposed by me, whether he has not by the wording of the roobookaree taken every possible advantage of his position still further to complicate the business.

Mr. Grote appears to be under the impression, from Mr. Eden's explanation, that the roobookaree was issued in its present form with your approval and sanction, and therefore, coming from high authority, it is not a matter for his interference.

The actual and ruinous result is that I have been able as yet to sow only about 2,600 beegahs, or less than one-fourth of the cultivation of any previous year, and should this combination amongst the ryots continue to receive the encouragement of the magistrate, the factory will be closed.

The only resource left to me therefore is again to appeal to you, that you will be so good as to call for the whole case, and to give me the redress I seek, by removing Mr. Eden from his present charge, and by giving it to some one whose opinions on the subject of indigo planting are not so openly and avowedly hostile.

I beg to annex copies of my correspondence with Mr. Grote, consisting of my letters to him, dated 16th and 21st March, and of his letters to me, dated the 17th March and 6th April.

The certified copy of Mr. Eden's roobookaree referred to in the preceding is with Mr. Grote.

From *E. Prestwich*, Esq., to *A. Grote*, Esq., Commissioner of Nuddea, dated Calcutta, 16 March 1859.

Sir,

I BEG to be allowed to bring to your notice the following facts, and to solicit your interference with respect thereto in such manner as you may think proper for the protection of my interests as an indigo planter within the district of Baraset.

1. I became the purchaser of the Baraset indigo concern, one-half in the year 1853, and the remaining half subsequently for one lac of rupees (1,00,000). When purchased, there was a cultivation of upwards of 16,000 beegahs of land for the purposes of the factory, and an anual average outturn of upwards of 700 maunds of indigo. I subsequently, for the purpose of insuring the interests of the concern, took an izarah of Chowrassee pergunnah at a loss on the annual collections of 6,000 rupees. I have shown every indulgence to the ryots of that pergunnah, in remitting to them the fees and other exactions which they had been in the habit of paying to the zemindar; and I have never attempted in any way to increase the collections or make up the deficit therein. Further, when during last season it was represented to me by the joint magistrate of Baraset, the Honourable A. Eden, that some of the native factory servants had in his opinion been guilty of some oppression towards certain of the ryots, I dismissed from my employment not only those native servants who were so charged, but also I removed my European manager, Mr. Hampton, against whom no charge of participating in such acts had been made or shown, but whom Mr. Eden believed to be somewhat to blame, and I boldly and confidently assert that I have, in all respects, so far as lay in my power, both from motives of humanity, and from a sense of the comfort and well-being of the ryots being most material to

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to the prosperity of the factory, endeavoured to improve their condition and gain their confidence.

2. Notwithstanding such my efforts, this formerly prosperous concern is now approaching entire ruin. The cultivation last year declined to about 11,000 beegahs; this year not half the latter quantity of land has been settled for. Although the season is already so far advanced, the outstanding balances at the end of last year amount to *Rs.* 1,14,474. 2. 10., and the ryots where the combination exists have, notwithstanding every attempt which has been made by my manager and me hitherto, in almost every case, refused to come in and settle their accounts, and those ryots who have taken advances, now say that they will not sow unless the other ryots sow likewise. The result of this is, that I am threatened with the total loss of the large capital, exceeding two lacs of rupees, which I have already invested in the concern. The cause of these losses and difficulties is to be sought for in the conduct and language of Mr. Eden since he came to Baraset as joint magistrate. That officer, who has formed very strong opinions on the subject of indigo planting, and the necessity of introducing what appears to him certain reforms in the system, and the greater advantages offered by other cultivation to the ryot, has taken every opportunity of giving expression to those opinions both officially and in private correspondence and conversation, and also in the columns of the "Field" newspaper, with which he is notoriously connected as a Mofussil contributor, has indulged in attacks on the indigo planting body generally. The natural and inevitable consequence of such open expression of opinion on his part has been that the ryots throughout the Baraset district have formed the opinion that in declining to come in and settle their accounts, or enter into fresh contracts, as they did in former years, they are acting in a manner calculated to please the magistrate of the district, and that they can rely on his countenance and support in any contest they may have with the factory.

The immediate effect, on such a population as that of Baraset, of such impressions will be at once apparent to any one.

3. The justice or injustice of Mr. Eden's opinions on this subject I do not think it is here necessary for me to discuss. The duty of a magistrate is, I submit, entirely beside the expression of any particular opinions which he may, as an individual, entertain with regard to such public and general questions as are involved in the displacement of the cultivation of indigo by that of tobacco or other products. His duty is undoubtedly to protect the ryot from oppression, and to preserve the peace, but it is as undoubtedly also his duty to act with the greatest impartiality and discretion in the expression of opinions on matters not falling within his jurisdiction, which may be well or ill founded, but which coming from a person in his position, are calculated to lead to the falsest impressions among the ignorant and ill-disposed, and to operate most prejudiciously on the interests of a large body of men, whose difficulties are already considerable, and whose experience is so much greater than his. I will here only observe, as an instance of the amount of knowledge which Mr. Eden brings to bear on this important subject, that one of the principal grievances which he has repeatedly put forward on behalf of the ryot is, that he loses by the cultivation of indigo to the exclusion of that of tobacco, which Mr. Eden particularly advocates in Baraset; whereas every person having any knowledge of the rotation of crops in this country is aware that tobacco and indigo are grown at different seasons on the same ground, and do not interfere the one with the other.

4. Finding at the commencement of this year that the prospects of the concern were so disastrous, and having ascertained that the cause of the ryots not coming in was, as stated by themselves, that they considered the magistrate to be opposed to the cultivation of indigo, I obtained two interviews with his Honour the Lieutenant Governor, on the 27th of January and the 3d of February of this year, relative to this matter, at the latter of which Mr. Eden was present. It was at the latter of these arranged, with the approval of Mr. Eden himself, that my manager, Mr. Warner, should write a letter to his Honour, requesting him to instruct Mr. Eden to use his influence with the ryots of Chowrassee and Ookrah pergunnahs, to induce them to come in and settle their accounts for the past year, Mr. Warner at the same time undertaking to use no coercion whatever to force the ryots to take fresh advances. That letter was accordingly written by Mr. Warner in those terms on the 4th February; and on the same day Mr. Eden,

without waiting for further instructions, and without, so far as I can understand, any necessity or proper motive for so doing, intimated in open court the failure of the application which had been made for his removal, informed them in effect that the Lieutenant Governor's order was, that there was no law compelling the ryot to sow indigo, but that they might sow what they pleased; that the ryots were to go to the factory and settle their accounts, but that an amlah of the magistrate would accompany them to protect them against the planter: that if the planter owed the ryot anything it must be paid immediately, but if he had any claim against the ryot, it must be sued for, and that the ryots who had already entered into contracts ought to perform them, but that no one must be forced to enter into them.

The effect of this merely colourable performance of the promise he had given before the Lieutenant Governor has been to make matters worse than they were before. A number of ryots who had previously promised to come into the factory and settle their accounts, on hearing of this order, declined to do so, and the reason in all cases assigned is the expressed hostility of the magistrate towards the indigo planters.

On the 20th of February, Mr. Eden issued an order in open court to the same effect, in great part as the former of the 4th, but with the addition that any ryot who should go to the factory should be exempted from arrest while there upon any decree which the factory might previously have obtained against them. By this Mr. Eden apparently intended to insinuate that the coercion of legal process might be employed in breach of the undertaking which I had given through Mr. Warner, and so further to display his hostile feeling. The result has been that not one ryot has since come into the factory, either to settle accounts or enter into agreements.

As a further illustration of the working on the minds of the ryots of the knowledge of Mr. Eden's sentiments, I may mention that in January last Mr. Eden applied to Mr. Warner officially, requesting that one of his deputy magistrates might be allowed to occupy the factory house at Parcool, one of my sub-factories. This Mr. Warner declined, as there has been no disaffection displayed by the ryots of that factory up to that time, but offered the factory house at Simlah, another sub-factory, for his occupation. Notwithstanding such refusal, Mr. Eden sent the deputy magistrate to Parcool, and the consequence has been that the deputy magistrate informed the ryots of Mr. Eden's views on the subject of indigo, and the ryots who had before entered into engagements and were quietly performing them have since shown every unwillingness to carry them out.

In conclusion, sir, I beg to say that I am clearly aware that there is no law by which the magistrate is bound to assist or can assist the planter in obtaining contracts or their performance from his ryots. All I claim is non-interference by the magistrate, so long as no breach of the peace or oppression calls for his intervention, with the free course of agriculture and contract.

Mr. Eden's conduct as magistrate of Baraset is fraught with ruin to me, and I therefore pray that on consideration of this case, you will be pleased to make such representations to Government as may lead to the removal of Mr. Eden from Baraset, or to such other measures as shall effectually protect my interests.

From the Commissioner of the Nuddea Division to *E. Prestwich*, Esq. (No. 44), dated Allipore, 17 March 1859.

Sir,

I HAVE the honour of acknowledging the receipt of your letter dated yesterday.

2. You attribute the unfavourable prospects this year of the Hobrah concern to the conduct and language of the joint magistrate of Baraset, who you say holds certain strong opinions, and takes every opportunity of expressing them officially, on the subject of indigo planting; as a consequence of this, the Baraset ryots are, you think, under an impression that in declining to come in and settle their accounts and take fresh advances they are doing what will please the joint magistrate.

3. If these charges against Mr. Eden are susceptible of proof, undoubtedly you have good reason for dissatisfaction; for, however strong that gentleman's opinions may be on the existing system of indigo cultivation, he is not justified in giving such

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such official expression to them as should have the effect you describe. I must request you to state whether you are prepared to show that Mr. Eden has thus abused his official position, or whether you merely infer that he has done so because his opinions on the subject have not been disguised in his private "correspondence and conversation, and in the columns of the 'Field.'"

4. Notwithstanding these alleged prejudices of the joint magistrate, you appear, however, to have applied to Government for permission to his interfering to settle differences between you and your ryots, and having obtained it, you now complain that by his mode of interference Mr. Eden has made matters worse than they were before. "All I claim," you now say, "is non-interference by the magistrate so long as no breach of the peace calls for his intervention." This course, I agree with you, is binding on a magistrate, and any deviation from it must be attended with embarrassment. In this case the deviation seems to have been of your own seeking, and to have received the sanction of high authority, and the results, which have been so different from what you had expected, seem to me to be beyond remedy. I will, however, send your letter for Mr. Eden's remarks, and will on the receipt of these determine whether there are grounds for making the reference which you desire to Government.

From *E. Prestwich*, Esq. to *A. Grote*, Esq., Commissioner of Nuddea, dated Calcutta, 21 March 1859.

Sir,

I HAVE the honour to acknowledge receipt of your letter dated 17th instant, and in reply beg to state—

You somewhat misunderstand the cause and object of my application to the Lieutenant Governor; it was not so much an application for the good offices of Mr. Eden in inducing the ryots to come in and settle their accounts, as a charge similar to that I have made to you of my difficulties having been occasioned by Mr. Eden publishing privately and officially his sentiments on the subject of indigo planting. There was coupled with such charge the request that measures should be taken for correcting the mischief in such manner as should seem most advisable to the Lieutenant Governor under the circumstances, and it was in consequence of what passed at the interview to which I had referred that Mr. Eden undertook to use his influence to disabuse the minds of the ryots and induce them to come forward and settle their accounts. I merely asked that the magistrate should not interfere to my prejudice in future, and should as far as lay in his power remedy the evil he had done before. This he undertook to do, but did not do: the promise he gave he carried out neither in letter nor spirit; his proceedings were such as clearly to intimate to the ryots that he had gained a triumph over me before the Lieutenant Governor, and they could be encouraged in their opposition to my interests.

You have asked me for evidence of my charges. My charge in my letter to you was that previously to my interviews with the Lieutenant Governor, Mr. Eden had expressed his sentiments and shown his bias in a manner calculated to injure me, and that after these interviews he had in breach of his undertaking made matters even worse than before.

As to the first the evidence is supplied by the well known fact, which, I think, Mr. Eden will hardly deny, and which is notorious to all in Baraset and the adjoining districts, that he does entertain opinions most unfavourable to indigo planting—that he has given the freest expression to them in private conversation, correspondence, and in the press. You will easily understand how difficult it is to fix on particular acts or expressions while the general tenor of the conduct and language of an official leave no doubt in the minds of those by whom he is surrounded and looked up to, as to the opinions he entertains. And you also well know how much greater weight is often attached to, and how much more important results often attend on, such expressions of opinion than were perhaps contemplated by the person who uttered them.

That the effect of Mr. Eden's conduct has been such as I complain of, the present ruinous state of my interests in the Baraset concern sufficiently attest.

As to the evidence of Mr. Eden's conduct subsequent to these interviews, I am not in the same difficulty—I can confidently appeal to the language of his roobokarree (an authenticated copy of which I had the honour to forward to you),

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and I ask if anything could be calculated more to lead to the conviction in the minds of the ryots that all my efforts had totally failed, that the magistrate had won over the Lieutenant Governor, and that they would be supported by them both in their course of dishonest opposition.

As I have before stated, the consequence has been, that even those who had before promised to come in, put this patent construction on these orders, and the concern has been virtually closed, Mr. Eden being more determined than ever in carrying out his theory regardless of all consequences—and on this ground I pray for his removal.

From the Commissioner of the Nuddea Division, to *E. Prestwich*, Esq., at Calcutta, (No. 56Ct.), dated Allipore, 6 April 1859.

Sir,

HAVING now fully considered your letters dated respectively the 16th and 21st ultimo, together with the remarks made on the former by the joint magistrate of Baraset, I have come to the conclusion that under the circumstances no case is made out for my interference, or for representation to Government.

2. The explanation of the roobokaree, of the effect of which you complain, is given in the following extracts from Mr. Eden's letter (paras. 17 to 20), which show that the latter warned you of what might be expected from his interfering in the manner proposed by you :—

EXTRACT Paras. 17 to 20 from *Mr. Eden's* letter, No 276, dated 24 March 1859, to the Address of the Commissioner of the Nuddea Division.

"17. Mr. Prestwich and Mr. Warner came and called upon me and asked me to compel the attendance of the ryots at the factory. I declined to compel their attendance, but on their asking me to depute my sheristadar to try and settle the difference, I at once complied. He went to the spot, and reported that Mr. Warner was endeavouring to introduce a new form of contract, and that the ryots would not sign it, and that as neither party would give way he could do nothing.

"18. A short time after this I waited, by instruction, on the Lieutenant Governor, and was amazed to find that Mr. Prestwich and another gentleman, who has nothing to do with the matter, had petitioned the Governor for my removal. I returned to my camp to find out what cases there had been connected with the concern in my court, and found that there had been none at all during the past year, with the exception of the case in which the Naibs were imprisoned in June or July during Mr. Hampton's time. The next day I saw the Lieutenant Governor in the presence of Messrs. Prestwich and Goodenough. After making a number of groundless and general charges which they could not substantiate, they agreed that all they wanted was my interference to induce the ryots to come in and settle their accounts. The Lieutenant Governor requested me to use this influence, on receiving an assurance that no advantage should be taken of their attending to settle their accounts to compel them to enter into fresh contracts, the ryots being told what their rights were, and an amlah being deputed to see that no coercive measures were made use of. I protested slightly, because knowing that the effect of this order would be to let the ryots see that it was not the wish of Government that they should be forced to cultivate indigo (as they now believe it to be), and feeling convinced that they consequently would not sow any longer under compulsion, I felt sure that the owners of the factory would throw the blame upon me. His Honour, however, said that this was a question for the consideration of the owners of the factory, not for me, and if they agreed to it I had no right to object.

"19. I returned home, and finding that as usual on such occasions, a report had been spread, that I had been removed at the request of the owners of the factory, I explained at once what had occurred, so as to counteract the evil effects that would have arisen from the belief that I had been removed for protecting the ryots. I subsequently sent for the ryots, and requested them to go into the factory and settle their accounts, and told them in the presence of Mr. Prestwich's mooktear, that they had better pay their balances. The account given of what took place on the 4th, I distinctly deny ; it is a report that he has received from a native, and he ought better to have known the value of such reports.

"20. At the request of Mr. Prestwich's mooktear, I put all that passed in writing, giving him a copy to forward to his master : some of the ryots declined to attend the factory, on the grounds that former managers had instituted false suits in other districts, and had obtained *ex parte* decrees that had lain over for many years, and that Mr. Warner would execute these on them when they attended the factory. As the Lieutenant Governor evidently wished the ryots to settle their accounts, I got over the objection by ruling, that as they were going in accordance with my wishes, they should be exempt from arrest by decree of the civil court, in the same way as if going and coming to my court, a ruling which I consider perfectly justified by the circumstance."

MINUTE

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MINUTE by the Honourable the Lieutenant Governor of Bengal, dated 21 April 1859.

Complaint of Mr. Prestwich against Mr. Eden.

Mr. PRESTWICH, owner of an indigo concern in zillah Baraset, accompanied by Mr. Goodenough, waited on me to represent that he suffered greatly from the undeserved hostility of Mr. Eden (the district magistrate) to the whole system of indigo planting. That Mr. Eden paraded these opinions in many ways, and took care to have them known, so that he was no longer believed to be impartial between planters and their ryots. Moreover, he had in certain cases acted unjustly towards Mr. Prestwich, and for these reasons, ought not to be continued in an office which brought him into constant contact with planters, and marred his reputation for impartiality, while it threatened Mr. Prestwich with ruin. Mr. Prestwich also made these and other statements in writing to the same effect. His letter is appended.

I saw Mr. Eden on the subject, and it appeared to me from his statements, that the present condition of affairs in Baraset between Mr. Prestwich and some of his ryots was such as to threaten the public peace, and was likely to spread to other places. But that it was probable that a verbal explanation might remove most of the causes of difference, and lead to a satisfactory result. Accordingly, Mr. Eden readily consented to meet Mr. Prestwich and Mr. Goodenough, and discuss the subject before me.

At the meeting, it was plainly shown that Mr. Eden's conduct had been strictly legal, though it certainly apeared to me that Mr. Eden betrayed some prejudice against the system of indigo planting. It was certain, however, that Mr. Prestwich had looked to Mr. Eden for such assistance as Mr. Eden could not justly or legally afford, and that he was by no means fully informed as to his own legal rights as a planter, or as to the true limits of the magistrate's jurisdiction. Indeed much of Mr. Prestwich's irritation proceeded evidently from a misunderstanding in these points, and was moderated when the subject was more fully explained to him.

Ultimately, Mr. Prestwich receded from much of what he had at first desired to demand; and he made a proposition which I thought Mr. Eden, for the sake of peace and good understanding in his district, might fairly accede to. Mr. Prestwich was therefore requested to put it into writing, and Mr. Eden undertook to assent to it if expressed as he anticipated.

Mr. Prestwich's agent afterwards wrote the following letter:—

"To the Honourable *F. J. Halliday*, Lieutenant Governor of Bengal.

"Sir,

"Mr. Prestwich, the owner of the Hobra concern, having informed me of the conversation which he had the honour to hold with you on Thursday last, regarding the difficulties at present existing in that concern, I beg to state that some of those difficulties may, I hope, be reduced if you will be good enough to instruct Mr. Eden, the magistrate of the Baraset district, to use his influence with the ryots of the Chowrassee and Ookrah pergunnahs to induce them to come into the factory to compare the balances of their accounts for the operations of the past season. Should the ryots come into the factory for this purpose, I engage that I will use no coercive measures to force them to take fresh advances for the ensuing year.

"I have &c.

"Hobra, the 4th Feb. 1859." "*J. G. Warner.*"

As this exactly accorded with the verbal proposition above alluded to, and was perfectly fair and reasonable, while it was stated that an assent to it would cause most of the differences between Mr. Prestwich and his ryots to cease, I caused my private secretary to write as follows to Mr. Eden:—

"My dear Mr. Eden,

"In forwarding you the accompanying copy of a letter from Mr. Warner, I am desired by the Lieutenant Governor to say that, although you are under no legal obligation to interfere in this way, yet his Honour thinks that you may unobjectionably do what is asked for the general benefit of the parties concerned.

"If the ryots should seek your advice, I am to observe that you should take care that they are under no misunderstanding as to their lawful rights, and you should adopt full precautions to ensure them from any force or coercion as to new advances, or on any other account whatever.

"I am, &c.

"Allipore, the 11th February 1859." "*H. Raban.*"

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The above is an accurate statement of what passed.

Mr. Prestwich now complains that Mr. Eden has not fairly acted up to his implied agreement, and has submitted another complaint to that effect, together with his correspondence with Mr. Grote, the Commissioner of the 24-pergunnahs.

But the roobokarrec alluded to by Mr. Prestwich is not transmitted, and it is essential to a right understanding of the case.

I request, therefore, that the Commissioner may be called upon to forward a copy and translation of the roobokarrec in question, with any further remarks he or Mr. Eden may desire to submit on the subject.

The substance of the statement in this Minute should be communicated to the Commissioner, together with copies of the letters adverted to.

From *A. R. Young*, Esq., Secretary to the Government of Bengal, to the Officiating Commissioner of the Nuddea Division (No. 2644), dated Fort William, 23 April 1859.

Sir,

In forwarding to you a copy of a letter from Mr. Prestwich, the owner of an indigo concern in zillah Baraset, dated the 15th instant, in which he brings a complaint against Mr. Eden, the joint magistrate of that district, I am directed to inform you that some little time ago Mr. Prestwich, accompanied by Mr. Goodenough, waited on the Lieutenant Governor to represent that he suffered greatly from the undeserved hostility of Mr. Eden to the whole system of indigo planting; that Mr. Eden paraded these opinions in many ways, and took occasion to have them known so that he was no longer believed to be impartial between planters and their ryots; and that, moreover, in certain cases he had acted unjustly towards Mr. Prestwich, and that for these reasons he ought not to be continued in the office which brought him into constant contact with planters, and marred his reputation for impartiality, while it threatened Mr. Prestwich with ruin. These and other statements to the same effect were also made by Mr. Prestwich in writing, in a letter dated the 2d February last, of which a copy is appended. The Lieutenant Governor saw Mr. Eden on the subject, and learnt from him that there were differences between Mr. Prestwich and some of his ryots, which threatened the public peace, but that it was probable that a verbal explanation might remove most of the causes of difference, and place matters on a satisfactory footing. Mr. Eden readily consented to meet Mr. Prestwich and Mr. Goodenough, and discuss the subject in my presence.

Accordingly a meeting was arranged, and at this meeting it was plainly shown that Mr. Eden's conduct had been strictly legal, though it appeared to his Honour that he betrayed some prejudice against the system of indigo planting. It was certain however, that Mr. Prestwich had looked to Mr. Eden for such assistance as Mr. Eden could not justly or legally afford, and that he was by no means fully informed as to his own legal rights as a planter, or as to the true limits of the magistrates' jurisdiction. Indeed it was evident that much of Mr. Prestwich's irritation proceeded from a misunderstanding on these points, and was moderated when the subject was more fully explained to him.

Ultimately Mr. Prestwich receded from much of what he had at first desired to demand, and he made a proposition which the Lieutenant Governor thought Mr. Eden, for the sake of peace and good understanding in his district, might fairly accede to. Mr. Prestwich was therefore requested to put his proposition into writing, and Mr. Eden undertook to assent to it if expressed as he anticipated.

Mr. Prestwich's agents afterwards addressed his Honour requesting that Mr. Eden might be "instructed to use his influence with the ryots of the Chowrassee and Ookrah pergunnahs to induce them to come into the factory to compare the balances of their accounts for the operations of the past season," he himself engaging on his part to "use no coercive measures to force them to take fresh advances for the ensuing year," if they should do so.

As this exactly accorded with the verbal proposition above alluded to, and at the same time appeared to be perfectly fair and reasonable, while it was stated that an assent to it would cause most of the differences between Mr. Prestwich and his ryots to cease, his Honour caused it to be intimated to Mr. Eden, through his private secretary, that although he was under no legal obligation to interfere in

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in the way proposed, his Honour thought that he might unobjectionably do what was asked for the general benefit of the parties concerned.

"If the ryots should seek your advice," it was observed, "you should take care that they are under no misunderstanding as to their lawful rights, and you should adopt full precautions to insure them from any force or coercion as to new advances, or on any other account whatever."

Mr. Prestwich now complains that Mr. Eden has not fairly acted up to his implied agreement, and has submitted another complaint to that effect, together with his correspondence with Mr. Commissioner Grote referred to in the margin. But the roobokarree alluded to by Mr. Prestwich, which is essential to a right understanding of the case, has not been received.

Mr. Prestwich's letter, dated 16 March 1859.
Mr. Grote's letter, No. 44, dated 17 March 1859.
Mr. Prestwich's letter, dated 21st March 1859.
Mr. Grote's letter, No. 56 Ct., dated 6th April.

I am desired therefore to request that you will be so good as to forward to this office, at your earliest convenience, a copy and translation of the document in question with any remarks which you or Mr. Eden may desire to make on the subject.

From *J. H. Young*, Esq.. Officiating Commissioner of the Nuddea Division, to *A. R. Young*, Esq., Secretary to the Government of Bengal (No. 88 Ct.), dated 29 April 1859.

Sir,

I HAVE the honour to acknowledge the receipt of your letter, No. 2644, of the 23rd instant, on the subject of the complaint made by Mr. Prestwich, the owner of an indigo concern in zillah Baraset, against Mr. Eden, the joint magistrate of that district.

2. I beg to enclose, as requested, a copy and translation of the roobokaree written by Mr. Eden, which forms the groundwork of Mr. Prestwich's complaint.

3. I have not thought it necessary to call upon Mr. Eden for any further explanation at present, as I quite concur with Mr. Grote in the opinion he has formed and stated in his letter to Mr. Prestwich, No. 56 Ct., of the 6th instant, which is before Government, that that gentleman has failed to make out any case calling for the interference of the Commissioner or for representation to Government.

4. Should, however, the Lieutenant Governor take a different view of the matter, perhaps he will allow Mr. Eden an opportunity of explaining.

TRANSLATION of the Roobokarree held by the Joint Magistrate of Baraset, under date 20 February 1859.

THE agent of the Hobrah concern, in the district of Baraset having among other complaints represented to his Honor the Lieutenant Governor of Bengal that the ryots of Ookrah and Chowrassee have wickedly combined not to sow indigo, the only demand that was admitted against them after various discussions is that they did not settle their accounts. The agent agreed not to exercise any oppression whatever on them, and the Lieutenant Governor accordingly ordered the joint magistrate to summon the ryots and explain to them that they should go to the factory in order to settle their accounts, to receive their dues if creditor, or to pay their debts if debtor, and to take advances for sowing indigo if they are willing to do so; that if they are unwilling to sow indigo, the agent cannot by force give them advances; that where they have their own land they have power to make any cultivation they like on it, and that he has been directed to employ an amlah to see that no oppression whatever is practised until the accounts are adjusted. Accordingly, the joint magistrate summoned the ryots. Mokin Mundle, of Ookrah, and Shib Chunder Chatterjee, Ameer Biswas, and others, of Chowrassee, appearing before him in the presence of Ramkanyi Ghosal, mooktear of the factory, he explained to them the above orders. The ryots all agreed to abide by these orders, but Shib Chunder Chatterjee and some other ryots said that it is probable that the agent of the factory will execute the false decrees which he has obtained against them in other districts, seize them when they go to the factory to settle the accounts, and put them to pains in order to make them submit. On this ground they prayed that some measures be taken to prevent such acts; since the ryots will go to the factory according to the instructions of the joint magistrate, they cannot be seized by any other adawlut till they return home from the factory.

Ordered, that a perwannah be issued to Juggobundoo Mitter, mohurrir of the Hobra Thannah, to the effect that he shall attend the factory whilst the ryots are engaged there to adjust their accounts, and see that the agent does not force them by oppression to do anything;

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anything; that there be no hindrance to the ryots acting in indigo matters according to their own will, and that the unwilling ryots do not dissuade the willing ryots from sowing indigo. That he be informed that the ryots will go to the factory in the jurisdiction of which they live, and that he will have to attend the factory where his presence is required by the ryots, and to act as directed above. That he will, moreover, see that they are not seized in execution of a decree of any other courts when they go to the factory to close their accounts, and until they return home from thence. That two perwannahs be written similar to that which will be written to the mohurrir, one to be given to Mokin Mundle, of Ookrah, and the other to Ameer Biswas, of Chowrassee.

From *A. R. Young*, Esq., Secretary to the Government of Bengal, to *E. Prestwich*, Esq. (No 3066), dated Fort William, 13 May 1859.

Sir,

I AM directed to acknowledge the receipt of your letter, dated the 15th April last, representing the difficulties experienced by you in one of your indigo concerns in the Baraset district, and complaining against certain proceedings of Mr. Eden, the joint magistrate of that district, which, in your opinion, have caused those difficulties.

2. The late Lieutenant Governor has placed on record a Minute detailing the circumstances connected with the interviews with him to which you refer, at the last of which Mr. Eden was present.

3. Mr. Haliday has observed that at this meeting it was plainly shown that Mr. Eden's conduct had been strictly legal, and that it was evident you had looked to Mr. Eden for such assistance as he could not justly or legally afford. The result of the interview was that you were requested to put in writing a proposition which you had made, and to which Mr. Halliday thought Mr. Eden might, for the sake of peace and good understanding in his district, fairly accede.

4. This proposition was accordingly submitted in writing by your agent, and was to the effect that Mr. Eden might be "instructed to use his influence with the ryots of the Chowrassee and Ookrah pergunnahs to induce them to come into your factory to compare the balances of their accounts for the operations of the past season," your agent engaging, on your part, to "use no coercive measures to force them to take fresh advances for the ensuing year."

5. On receipt of this communication Mr. Halliday caused it to be intimated to Mr. Eden, through his private secretary, that although he was under no legal obligation to interfere in the way proposed, he (Mr. Halliday) thought that he might unobjectionably do what was asked for the general benefit of the parties concerned. "If the ryots should seek your advice," it was observed, "you should take care that they are under no misunderstanding as to their lawful rights, and you should adopt full precautions to ensure them from force or coercion as to new advances, or on any other account whatever."

6. In your letter under reply, you complained that Mr. Eden had not fairly carried out the proposed arrangement, but, on the contrary, had proceeded in a manner calculated to widen the breach between your factory people and the ryots, as was evidenced, more particularly, by the wording of a certain roobokaree in which Mr. Eden was alleged to have "taken every possible advantage of his position still further to complicate the business."

7. As the document alluded to did not accompany your letter, a copy of it was called for from the Commissioner, and has been submitted with the rest of the papers for the consideration of the Lieutenant Governor, whose remarks on the case I am now desired to communicate to you.

8. The Lieutenant Governor is of opinion that you have failed to make out any case against Mr. Eden, for whose removal you have now for the second time petitioned.

9. Mr. Eden's roobokaree, of the 20th February above referred to, of which you complain as being "much in the same spirit" with certain verbal statements, alleged to have been made by Mr. Eden in open court, has been examined by the Lieutenant Governor. His Honour sees nothing in this paper to support your complaint, the only tangible point of which is that Mr. Eden encourages a combination, which the ryots of certain pergunnahs in the Baraset district are said

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said to have entered into, not to contract to sow indigo to be sold to you on the terms offered by your agent. Considering the position of Mr. Eden at the time, and that this roobokaree was written in the execution of the very difficult task of mediating in an official capacity, but with no official authority, in the matter of a negociation with which he had no concern (a position for which he was not responsible, and which had been brought about at the written request of your manager, made with your consent), it appears to his Honour that there is nothing in the roobokaree inconsistent with substantial as well as with apparent impartiality. Mr. Eden ordered the thannah mohurrir to see that the unwilling ryots did not persuade the willing ryots not to sow indigo; and he explained to all the ryots that they should go to the factory to settle their accounts, and to receive and pay their balances, which is exactly what you had asked him to do. He could not have gone further with propriety; and he could not have gone so far with propriety if he had not simultaneously explained that it was optional with the ryots to contract or not, and that a ryot having his own land is free to cultivate thereon whatever suits him best. The order to the mohurrir to attend with the ryots at the factory, and to see that they were allowed to go home safe again, was nothing more than providing for the fulfilment of your part of the engagement, to use no coercive measures on the occasion to force the ryots to contract again; and that order was called forth in consequence of certain fears expressed by some of the ryots when they agreed to do as Mr. Eden advised.

10. Whether the interference of a district magistrate in this affair between two discordant parties, neither of whom can be forced to do what it does not suit him to do, exercised with all that impartiality in form and substance without which any such interference would have been highly reprehensible, was a proceeding likely to promote your objects in your difference with the ryots, was a question for you to have considered before you instructed your agent to write his letter of the 4th February. Mr. Eden cannot be made responsible for the result.

11. The Lieutenant Governor sees no reason to doubt that in this, as in all other cases, Mr. Eden will be as ready to do what he can to check unlawful conspiracy, and resort to intimidation on the part of unwilling ryots, as he would be to check unlawful coercion on the part of a planter. Mr. Eden will now be instructed to avoid all interference between you and these ryots, though he will always be ready to explain to both parties, that it will be his duty to check either party who may step beyond his lawful rights.

12. The Lieutenant Governor is sorry that it is out of the power of Government or of its officers to assist you in this affair. But it is manifest that the only legitimate course is to make it for the ryots' interests to consent to cultivate indigo for you, and to make them see that it is so. The government officers must leave both parties freely to make their own bargains, as may best suit their own interests, neither encouraging nor discouraging one sort of cultivation more than another.

13. A copy of this communication will be forwarded to Mr. Eden, for his information and guidance.

No. 3067.

Copy forwarded to the Officiating Commissioner of the Nuddea Division for his information, and for communication to Mr. Eden.

From *E. Prestwich*, Esq., to *A. R. Young*, Esq., Secretary to the Government of Bengal, dated the 22d July 1859.

Sir,

I HAVE the honour to acknowledge receipt of your letter of the 13th May, on the subject of his Honour the Lieutenant Governor's decision in the matter of my complaint against the Honourable A. Eden, magistrate of Baraset.

I have now to request that you will be so good as to furnish me with copies of all Mr. Eden's letters to the several authorities on the subject, for my information and guidance.

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From *A. R. Young*, Esq., Secretary to the Government of Bengal, to *E. Prestwich*, Esq., No. 4812, dated Fort William, the 3rd August 1859.

Sir,

I AM directed to acknowledge the receipt of your letter, dated the 22nd ultimo, and in reply to inform you that your complaint against Mr. Eden, the joint magistrate of Baraset, was sufficiently disposed of by my letter, No. 3066, dated the 13th May last; and that the Lieutenant Governor considers it unnecessary to furnish you with any further papers on the subject.

— No. 8. —

From the Commissioner of the Nuddea Division, to the Secretary to the Government of Bengal (No. 74 Ct.), dated Allipore, the 15th April 1859.

Sir,

I BEG to lay before Government the enclosed original correspondence* between the joint magistrate of Baraset and myself, and to request the favour of his Honour the Lieutenant Governor's informing me whether the spirit of my instructions as to the use to be made of the police in dealing with indigo disputes is approved of. My reasons for making this reference will be found in the concluding paragraph of my letter of this date to the joint magistrate.

2. As allusion is made by Mr. Eden to an order of mine which issued last year, and which is incorrectly termed an order to assist Mr. Larmour, I think it right to send all the correspondence in original for perusal if necessary. It will be seen that I had then as now to instruct Mr. Eden to amend an order to the police darogah, which I regarded as an improper one.

From *R. T. Larmour*, Esq., General Mofussil Manager for B. I. Company, to the Commissioner of the Nuddea Division (No. 132), dated the 8th March 1858.

Sir,

I HAVE the honour to state that, having received injustice at the hands of the joint magistrate of Baraset, I lay the matter before you.

I took an izarah of Charghat for six years, giving to the zemindar an advance of 4,000 rupees as paisgee, and an ikrar to the effect that I would measure and settle the villages, the zemindar giving me full power to do so.

On my commencing the measurement the ryots complained to Mr. Eden. He put a stop to my measuring, and called upon me to furnish him with law and regulation to show I had legal right to measure. I did so as per annexed *kyfeut*, on receipt of which he passed no order. I then addressed him an English letter, copy of which is attached. You will observe by his reply that I had no chance of getting my indigo lands cultivated or sown this season, unless I would forego the measurement of the villages, which I had every right to do.

I consider Mr. Eden's style and conduct arbitrary and unjust. He has closed the case without passing an order that I had no right to measure. I have been forced to break through my engagement with the zemindar or lose my indigo season, and after the patting on the back the ryots have had from the magistrate, they will not be disposed to act fairly towards me.

From

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* From Mr. Larmour, No. 132, dated 8th March, 1858, with Enclosure.
To Jt. Mag. of Bar. No. 33 Ct., dated 11th ditto ditto.
From Jt. Mag. of Bar. No. 133, dated 17th ditto ditto.
To ditto No. 58 Ct., 28th ditto ditto.
From ditto No. 203, dated 6th April 1858.
To ditto No. 59, dated 12th ditto.
From Mr. Larmour, dated 23d ditto.
To Jt. Mag. of Bar. No. 81, dated 26th ditto.
To Mr. Larmour, No. 42, dated 26th ditto.
From Jt. Mag. of Bar. No. 286, dated 29th ditto.
From Mr. Larmour, No. 241, dated 30th ditto.
To Jt. Mag. of Bar. No. 95, dated 6th May 1858.
To Mr. Larmour, No. 55, dated 8th May 1858.
To Jt. Mag. of Bar. No. 90 Ct., dated 15th April 1859.
From ditto No. 319, dated 6th April 1859.

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From *R. T. Larmour*, Esq., General Mofussil Manager for B. I. Company, to the Joint Magistrate of Baraset, (No. 48), dated the 29th January 1858.

Sir,

AGREEABLY to your order dated 16th instant, I had the honour to forward a *kyfeut* regarding my proposed measurement of Taruff Charghat held in izarah by this concern. I beg to bring to your notice that since you issued an order putting a stop to my measuring the villages, the ryots taking advantage of this order have put a stop to my indigo cultivation, and refuse to carry out their indigo engagements. Feeling certain that your intention was not to injure me in this respect, I now address you, with the hope that you will convey to your police instructions to protect my servants in carrying out their duties in superintending the indigo lands. Hitherto, we have never had any difference with the ryots of Charghat, and the present difficulty has arisen solely from my wish to fulfil my engagement with the zemindars. The ryots of this part of the country are only too ready to take advantage of an order which would appear to protect them in not fulfilling their indigo contracts.

From the Honourable *A. Eden* Joint Magistrate of Baraset, to *R. T. Larmour*, Esq., General Mofussil Manager for Bengal Indigo Company, dated the 1st February 1858.

Sir,

I DO not think that you have any authority to measure lands: zemindars and landholders are authorised to do this by Regulation VII. of 1799, but I see nothing to authorise an under-farmer to measure. That regulation also requires that all abuse or unjust exercise of their powers is to be checked. I tell you fairly that I cannot support you in this measurement. I have made inquiries before coming to this decision from men experienced in the management of Mofussil estates, and have been assured by them that it is quite contrary to custom for an under-farmer to measure.

However, I should be very sorry if my decision was to lead to any loss in indigo to the concern. I am assured by the ryots that they will sow indigo as usual, or even more than usual, if you desist from the measurement. Your object and profession is to manufacture indigo, and if you take my advice you will desist from the measurement and come to an amicable arrangement with the ryots, in which I shall be happy to assist you. If this is done, you will be able to get a good crop of indigo and satisfy your ryots. I am quite aware what a troublesome set the Mussulman ryots are about there, but in this case I think they are in the right. Ex-judicially I will assist you as I have done Mr. Hampton in getting the ryots to fulfil their engagements, and this I will set about as soon as I hear from you that you don't intend to measure.

If you do measure there will be a breach of the peace, for which I shall of course, after the warning I have given, consider you responsible.

From *R. T. Larmour*, Esq., General Mofussil Manager for B. I. Company, to the Joint Magistrate of Baraset, (No. 59), dated the 3rd February 1858.

Sir,

I LOSE no time in replying to your letter of 1st instant, received this morning. I have no intention or wish to press the measurement of Dhee Charghat, if my doing so is illegal. It was one of the conditions of my *kubooleut* to the zemindar that I would measure and settle the "jummabundees." Your passing an order to the effect that I have no right to measure will clear me with the zemindar. I have no other difference with the ryots. The object of my letter was to beg of you not to allow your order to stop the measurement of the villages to be taken advantage of by the ryots to evade their indigo engagements, and if you will do me the favour to pass an order on your darogah to say I will not measure the villages, and that he is to protect me in my indigo engagement, I think this is

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all that is necessary. You may rest satisfied that in no instance will I ever do what will cause a breach of the peace. I have invariably appealed to the authorities where disputes have arisen throughout the Bengal Indigo Company's concerns, and with many thanks for your offer of assistance in the Charghat matter,——

From *A. Grote*, Esq., Commissioner of the Nuddea Division, to the Joint Magistrate of Baraset, (No. 33 Ct.), dated the 11th March 1858.

Sir,

I BEG to hand you for report copy of a letter No. 132, dated 8th instant, from Mr. Larmour, complaining of your interference with him in the exercise of his just rights as farmer of the Charghat lands.

2. I have seen your letter to him of the 1st, and am disposed to question the legality of your proceedings, the record of which you are requested to submit with your reply.

From the Honourable *A. Eden*, Officiating Joint Magistrate of Baraset, to the Commissioner of the Nuddea Division, (No. 133), dated the 17th March 1858.

Sir,

I HAVE the honour to acknowledge the receipt of your letter No. 33, of the 11th instant, forwarding copy of a letter No. 132, of the 8th March 1858, from Mr. Larmour to your address.

2. I am perfectly astonished, not only at the subject of Mr. Larmour's letter, but at the ungentlemanlike language he has presumed to apply to my proceedings.

3. The facts of the case are these. The putneedar of Charghat being unable to grind his ryots by increasing their rents, applied to Mr. Larmour, as a man experienced in the management of recusant ryots, to take an izara permitting him to measure with a view to increase the rents.

4. Mr. Larmour has produced no *ikrar* in my court to the effect that he was bound to measure; the *kubooleut* merely stated that the putneedar would permit him to measure. This is a form meaning nothing, and invariably inserted but never acted on.

5. The matter was first brought to my notice by a rumour that the ryots were combining to resist Mr. Larmour in measuring their lands, and that they were much excited in consequence of his having announced his intention of doing so; the ryots then came to complain of oppression on the part of Mr. Larmour and his ameens, &c. I called upon Mr. Larmour for a *kyfeut* as to the law under which he was acting. He gave a *kyfeut* stating that he wanted to measure, but the ryots were resisting his right, but did not answer my question. Another *kyfeut* was therefore called for. He replied 1st, under Regulation VII., 1799, Section XV., paragraph 8, but this, in my opinion, applies only to zemindars, putneedars, and sudder farmers, not to an under-holder of the second degree like Mr. Larmour.

6. The decisions of the Dewany Adawlut distinctly rule that a zemindar cannot transfer his rights of sale to an izaradar, and I cannot find any ruling that he can transfer the rights of measuring. As regards Mr. Larmour's objection that the "Gazette" of the 1st December 1857 contains a provision for measurement by under-holders, I think the absurdity of a man quoting an unpassed Act as authorising him to do anything makes any further reply on this head unnecessary, but I may as well state that, even if it was passed into law, it only provides for zemindars instituting suits to measure in cases in which their ryots resist the right.

7. But even, for the sake of argument, assuming that the putneedar is able to transfer his rights of measurement to Mr. Larmour, I must observe that, by an injunction of the judge of Nuddea filed with the case, the zemindar of Charghat is

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is prevented from measuring Charghat on the grounds that it had already been completely measured, and that further measurement was illegal. This at once clenches the question; but even assuming also that there was no such decision, or that it has not the effect I attribute to it, I must protest against Mr. Larmour's appealing against my order, saying nothing of the language he has applied to me in making that appeal; first, if Mr. Larmour wished to appeal against my order he should have done so as directed by the regulations on stamped paper within one month to the sessions judge, and not to the Commissioners, to whom I repectfully submit no appeal lies in such matters. In the second place, the case was settled amicably at Mr. Larmour's own request, as shown in his letter of the 3d February. He says, "I have no intention or wish to press the measurement of Dhee Charghat, if by doing so is illegal. It was one of the conditions of my *kubooleut*" (which however it was not); "your passing an order to the effect, that I have no right to measure, will clear me with the zemindar." "If you will do me the favour to pass an order on your darogah to say, I will not measure the villages, and that he is to protect me in my indigo engagements, I think this is all that is necessary, and with many thanks for your offer of assistance, in the Charghat matter, I am, &c." Now, it is hard to believe that the same individual who wrote this letter, should write on my acting on this letter, that my style and conduct were arbitrary and unjust. I issued the order, you will see, dated the 5th of February, exactly in accordance with what Mr. Larmour proposes on the 3d February. He never objects; the ryots consent to sow their indigo, and take a note to him from me, in which I told him, that his principal ryots had been to me, and said that they did not wish to get out of the indigo engagements. They were willing to sow as in previous years, since he gave up the question of measurement. This he agreed to; they then took their advances. When he has got the ryots into the snare, and got them to take advances at my instigation, made on his promises, he turns round upon them and me, and makes the false and malicious statements that are contained in his letter to you. You will see by the statement of his mooktear, and the letter of instructions that he produces from his master, that Mr. Larmour was quite willing to make this settlement out of court; that he was furnished with a copy of my order two days after, although he now says I never gave one. It is impossible to believe that he can have been in perfect possession of his senses when he wrote two such very opposite letters, one thanking me for my offer of assistance, the other charging me with arbitrary and unjust conduct and style for rendering that very assistance; what he means by style I cannot say, unless he expected me to carry out his policy of ruining the ryots for the benefit of the planter. If, as he says, I had "patted the ryots on the back;" he knows very well that they would not have sowed one beegah of indigo. I, on the contrary, called them together and told them that it would only ruin them fighting; that they had better settle the matter amicably. They then agreed to sow on condition, the measurement was given up, and this both parties consented to, and there has been no disturbance. If Mr. Lamour had persisted in his measurement, he could have sown no indigo, and there would have been a most serious breach of the peace, which there will be now, if measurement is ordered.

8. If Mr. Larmour will specify how the ryots acted unfairly towards him, I will soon put the matter right, as they promised me to act fairly, and I feel sure they will do so; they refuse to go to Mr. Larmour's factory, as they say that they will be imprisoned by him for complaining to me, but if he treats them with fairness, they will do the same to him.

9. It is only by settling matters in this way, that the ryots of this district can be kept quiet. I would call your attention to the present position of the Baraset indigo concern as regards the ryots. Since I have settled all their disputes amicably, there is not a single complaint or case in court what was the case before.

10. I took particular pains before doing anything in this case, to discover if such a thing was known in this part of the world as an izaradar measuring. The answer from all European and native zemindars and ryots was, that it was quite unknown. Observe what Mr. Larmour's own mooktear says on the subject.

From *A. Grote*, Esq., Commissioner of the Nuddea division, to the Joint Magistrate of Baruset, (No. 58 Ct.), dated the 28 March 1858.

Sir,

I HAVE the honour to acknowledge the receipt of your letter No. 133, dated the 17th instant, with the native record of the Charghat case, which I now return.

2. I should have preferred that this letter had generally been in a more moderate tone, which I must point out that you are quite wrong in supposing that Mr. Larmour was out of order in laying his complaint before me. I do not find in the proceedings any judicial order of yours which admitted of being carried in appeal by Mr. Larmour before the sessions judge.

3. The objections of the ryots to you, in the first instance, were directed against the *russee* of the fifty-two guj with which Mr. Larmour's ameens were about to measure the village. They represented that the proper length of the *russee* was fifty-five guj, and that this had been ruled in the civil court so long ago as 1812. The prayer of the petition is not to stop the measurement, but to prevent the oppressive levy of atwals, the selection of the best lands for indigo, and any infringement of the declaratory decision of the judge in 1812. You had not, in my opinion, any right to order the darogah to stop the measurement, even as a temporary step, except under the apprehension of a most serious affray impending. There is nothing to warrant such an apprehension in the record, but your demi-official note to Mr. Larmour submitted by him, shows that you entertained it, and on your expressing your fears, Mr. Larmour considerately, as I think, withdrew his ameens in deference to your opinion. But as your order seemed to put him in the wrong in attempting to measure, he prayed for another order from you of a counteracting tendency; and this you gave him on the 3d instant.

4. Believing himself, however, to be in the right as to his power to measure the village under the terms of his lease, Mr. Larmour places the case before me, and complains of having been dealt with arbitrarily and unjustly. I do not find anything in his letter which justifies your applying to it the term of ungentlemanlike language. He thought that his rights as durpatneedar of the village had been unnecessarily interfered with by the executive.

5. On the general question as to whether an under-tenant has the right, or can be vested with the right, of measuring the lands of his tenure, I think you are wrong. I am not aware of any authoritative ruling on the point, nor can I remember a case in which the right has been contested. Such measurements certainly are made, and the struggle between talookdar and ryots generally commences with the proceedings founded by the former in such measurement.

6. The construction No. 461 does not seem to me to bear on the question of a zemindar's power to delegate to his tenant his own undoubted right to measure. This right vests in the tenant by virtue of his lease of the ordinary terms equally with the right to distrain and sue summarily, but a condition may be entered in the lease debarring him from exercising the right to measure. It is, however, for the civil court to decide on all questions of this kind raised between the parties concerned.

7. I give you credit for the pains which you mention your having taken to settle amicably disputes between indigo factories and the cultivators; but in all such cases it is necessary to examine well the origin of the dispute, and to take care that neither party obtains police support in encroaching on the just rights of the other.

From the Honourable *A. Eden*, Officiating Joint Magistrate of Baraset, to the Commissioner of Circuit, Nuddea Division, (No. 203), dated the 6th April 1858.

Sir,

I HAVE the honour to acknowledge the receipt of your letter, No. 58 Ct., of the 28th ultimo, forwarding the Charghat case; I much regret that you consider the tone of my letter immoderate, but it was written under what I must still term great provocation.

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2. An indigo planter, because I endeavour to check the oppression of his subordinates, after having agreed to my proposal for an amicable settlement, and thanked me for my offers of assistance, writes to complain to you of my conduct as arbitrary and unjust, and states what, however, is distinctly untrue, that I had passed no order in the case, although, as I before stated, he had been furnished with a copy of my order to which he made no remonstrance for nearly a month, and then without saying anything to me, or presenting any petition of appeal in the usual way, writes a letter containing the strongest charge that can be made against a judicial officer, viz. injustice. I think this furnishes me with ample cause of complaint.

3. If Mr. Larmour disapproved of my proposal, why did he not object to me before I passed the order; or why did he not in any way remonstrate with me with a view to my modifying the order? Why did he write to me approving of, and consenting to, my proposition, and thanking me for my offer of assistance? at his request I persuaded the ryots to settle the quarrel and sow indigo, and on my representations they agreed to sow indigo and remain on amicable terms with the concern. When he has got them under his thumb he turns round and wants to renounce his share in the agreement.

4. You state in the third paragraph, that the ryots' objections were not against the actual measurement, but against the length of the measuring rope. I am afraid that the petition has not been clearly laid before you, for I find in three places that there is a distinct statement that the ryots deny Mr. Larmour's right to measure, and object to his measurement; but independently of this written petition, I must inform you that the ryots came to me in a body, and followed me into the Mofussil, from place to place, and their continual petition to me was that the measurement might be prevented.

5. You also inform me that I had "no right to stop the measurement, even as a temporary measure, except under the apprehension of a most serious affray impending." You continue to say that "there is nothing to warrant such an apprehension in the record, although my demi-official note to Mr. Larmour, submitted by him, shows that I entertained it." To this I must reply that I was convinced, and am now fully convinced, that if measurement is persisted in there will be one of the most serious affrays that ever took place in Bengal. This, I think, Mr. Larmour will himself admit. Charghat contains several thousand Mussulman* inhabitants, all banded together to prevent any interference with their rights, real or supposed. They are nearly all rich men, and the question of measurement is one in which they are particularly sore, and without the assistance of the police, Mr. Larmour could not measure. The police must be guided by the decision of the civil court; the civil court has distinctly ruled that no jummabundee or measurement can be made of Charghat without the orders of the court, and until this decision is overruled, I apprehend that there is no option as to abiding by it. If I was to wait until a formal complaint of likelihood of a breach of the peace was made, the district would be soon thoroughly disorganized. That the breach of the peace was impending between Mr. Larmour and his ryots on the question of measurement was known to me for months before any actual collision took place, and it was the talk of the whole district, and his right was frequently discussed.

* Ferazees.

Nuddea Judge 1812.

6. As you say there is no authoritative ruling on the point of the general question of measurement, when this is the case, we can only decide by looking at the custom which obtains in a district; in this district it is not the custom for durputneedars to measure. If the putneedar thinks he has a right to measure (which by the judge's decision he has not in Charghat), why did he give Mr. Larmour a lease of these lands; for the mere purpose of getting them measured? Knowing Mr. Larmour to be an influential man, he thought his influence over the ryots would be such that he could do this without the question being raised. Mr. Larmour wanted the lease for a few years, and the only way he could get it was by consenting to try and measure, and this is the whole cause of the present dispute. What advantage is it to Mr. Larmour to increase the rents? he is only a holder for a short time. He could not get the lease without undertaking to measure, and thus entered into the views of the putneedar.

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7. I cannot agree that the right of distraint and suing for rents is on precisely the same footing as the right to measure, for as you say, a prohibitory clause may be entered in a lease as regards measurement; lest this could not be done as regards distraints and summary suits, the same rule will not therefore, I think, apply to them.

8. But the whole argument of your letter, and of Mr. Larmour's complaint, appear to be founded on the assumption that I issued prohibitory orders on Mr. Larmour as regards measurement, but this is not the case. No such order was issued. My order merely states that Mr. Larmour having voluntarily given up the question of measurement, the darogah is to inform the ryots of this, and tell them to fulfil all their engagements for indigo.

9. What I objected to, and what I confidently expected you to obtain me redress for, was the terms Mr. Larmour had seen fit to apply to me—"arbitrary and unjust." I had no other way of obtaining redress than through you, and I again respectfully submit to you that, even throwing aside the whole facts of the case, and supposing for the sake of mere argument that I had given the order which it is wrongly assumed that I did give, and that this order would have been illegal, am I to be accused of injustice and arbitary conduct because I gave a decision contrary to the interests of a European? The most that could be said would be that I had taken a mistaken view of the law. What are the ryots to me, or what is Mr. Larmour to me, that I should act unjustly? I never saw either one or the other of them till this case commenced. It is always the case here. If you decide in favour of a planter, the ryots go down to Calcutta, as they frequently have down here, and accuse you of being prejudiced in favour of the European; if you decide in favour of the ryot, the European accuses you of having "patted his ryots on the back," and instigated them to resist him; if one was to act up to the letter of the law, there would not be one beegah of indigo in Lower Bengal. This, I presume, even Mr. Larmour will admit.

10. I may add that I have daily complaints of the oppression of Mr. Larmour, and receipts have been produced in my court granted by him for illegal *abahs*. I have requested Mr. Mackenzie to inquire into the charges, as they are near his subdivision. I trust you will excuse my replying to your orders in the case. I have no objection to a fair appeal against any of my orders, but I think no magistrate should submit to have the epithet of "unjust" applied to his proceedings every time he decides a case against a European without remonstrance.

From *A. Grote*, Esq., Commissioner of the Nuddea Division, to the Joint Magistrate of Baraset (No. 59), dated 12 April 1858.

Sir,

In reply to your letter, No. 203, dated the 6th instant, I will not trouble you to send again the native record of the Charghat case, but I am confident that you will find the prayer of the ryots' petition correctly translated in the third paragraph of my letter. The text very likely objects to any measurement, but it was not the object of the petition that you had to deal with. The court's order too of 1812 will not bear the meaning which you have put on it, viz., that of a permanent interdict of all measurement of Charghat.

2. A district magistrate has a difficult part to play, do doubt, in all cases of dispute such as the present one. If a landholder has a right to measure or to send for a tenant, or to distrain, he has an equal right to the protection of the police in doing so, and if he be dissuaded from exercising his right by apprehension of a disturbance he has certainly grounds to complain of the inefficiency of the police authorities.

3. On the other hand, it is too well known that landholders will often exceed the powers which the law gives them, and the ryots should then be able to reckon on the assistance of the police in opposing all illegal demands. It is easy to say that all a magistrate has to do in either case is to prevent a breach of the peace, but the result of the dispute must depend immensely on the discretion with which he acts. If he espouses the wrong side, he must do injustice, and is not certain of

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of succeeding in his object; if he fortunately espouses the right one, he, in nine cases out of ten, terminates the quarrel.

4. You are the best judge, of course, of the grounds on which you acted in this case. The opinion which I conveyed to you, and to which I must adhere, was formed only on the contents of the record and correspondence which were before me.

5. I do not lay the stress on the language of Mr. Larmour's complaint which you appear to do. Every order appealed from is considered imposed by the appellant, and is described as such in ordinary appeal petitions. Your supposition that this expression was used because you have in this case decided against an European is altogether unwarranted.

6. Should there still be serious apprehensions of a disturbance at Charghat, you should send out a portion of your police corps to be under the darogah's and Mr. Mackenzie's orders.

From *A. Grote*, Esq., Commissioner of the Nuddea Division, to the Joint Magistrate of Baraset (No. 81), dated 26 April 1858.

Sir,

ANNEXED is copy of my reply to another letter of strong remonstrance against your proceedings in the Charghat case, which has been made to me by Mr. Larmour. Referring to your remarks on this case in your quarterly report, I request that you will send me copy of Mr. Mackenzie's letter. I cannot, at this distance, say whether your call on Mr. Larmour for a further *kyfeut* was necessary. In all cases of such disputes, a clear statement of his object from the landholder is certainly the first requisite, but Mr. Larmour, I thought, had furnished you with one some time back. Unless you have good reasons for doubting the correctness of Mr. Mackenzie's conclusions, you should, I think, accept them and be guided accordingly.

From *R. T. Larmour*, Esq., General Mofussil Manager for B. I. Company, to the Commissioner of the Nuddea Division, dated 23 April 1858.

Sir,

I REGRET being again obliged to address you on the subject of the prejudiced proceedings of the joint magistrate of Baraset.

On my appealing to you regarding the illegal orders passed previous to 8th March, the ryots of Charghat presented a petition complaining of oppression on my part towards them. An order was passed on the assistant magistrate of Kallarooah to investigate and report. A few days after this order had been issued, two of the ryots petitioned that the assistant of Kallarooah should not investigate, and an order immediately passed for the inquiry to be conducted by the native deputy magistrate of Baraset. Before this last order could reach the assistant magistrate of Kallarooah, he had been over the villages of Charghat, held his investigation and sent in his report now a fortnight since, and up to date no order has been passed: but this morning I received a perwannah from the Baraset Court, calling upon me for a *kyfeut* on a petition presented by the ryots on 20th instant, charging me with the intention of committing oppression towards them.

It is quite evident from this that the joint magistrate intends to persist in his policy of injustice towards me, and by his prejudiced conduct is giving the ryots every possible encouragement not to sow their indigo lands this year; and as the season is so far advanced, I now appeal to you in the hope of immediate redress, and that my case may be transferred to an officer who will give me justice.

My measurement of the villages was illegally put a stop to in the first instance, and when I appealed to the magistrate not to encourage the ryots in breaking through their indigo engagements, I received a bullying and offensive letter in reply, and am compelled to give a promise not to measure in order to get my indigo sown. The joint magistrate, not satisfied with injuring me in one respect, now shows his determination to ruin my indigo season if possible, and a reference

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to his proceedings since my appeal to you on 8th March will satisfy you, I do not complain without just cause; and unless immediate protection is afforded me, the indigo season will be passed.

Of the Turuff Charghat villages, three of them lie in Nuddea zillah, the ryots of which have no difference with me, nor have they ever complained of any intention on my part to oppress them in any way.

From *A. Grote*, Esq., Commissioner of the Nuddea Division, to *R. T. Larmour*, Esq., General Mofussil Manager for B. I. Company (No. 42), dated 26 April 1858.

Sir,

I HAVE to acknowledge the receipt of your letter, dated the 23d instant, and received late last evening, complaining of further proceedings on the part of the joint magistrate of Baraset, which you fear may have the effect of preventing the Charghat ryots from sowing their indigo lands.

2. Mr. Eden has informed me in his Quarterly Report, dated 21st instant, of the purport of Mr. Mackenzie's letter, to which, however, objections, he says, had been raised by some of the ryots. He states that he is now confining himself to preventing any breach of the peace. You refer to his order for calling on you for a *kyfeut* as having been passed on a petition presented by the ryots on the 20th, the date previous to his report. Such an order, however, need not necessarily be attended by the consequences which you appear to apprehend.

3. Mr. Eden further mentions that he understood your mooktear, on putting forward your first complaint, as stating that you wanted to induce the Charghat ryots to take advances, whereas from Mr. Mackenzie's letter it would seem that advances have already been made. It is probable, I think, that your local managers, or your Baraset mooktear, may have been misrepresenting to you the real state of the case. If you have furnished the *kyfeut* called for, a decisive order of some kind will, I should hope, have been passed by the joint magistrate.

From the Honourable *A Eden*, Joint Magistrate of Baraset, to the Commissioner of the Nuddea Division (No. 286), dated 29 April 1858.

Sir,

I HAVE the honour to acknowledge the receipt of your letter, No. 81, dated 26th instant, with reference to further charges made by Mr. Larmour against my proceedings in the Charghat case. Not having been furnished with a copy of Mr. Larmour's petition, I cannot answer it so fully as I should otherwise have done. As far as I can gather from your reply, Mr. Larmour takes an objection to my having called upon him for a *kyfeut* on a petition having been presented to me by the Charghat ryots complaining of his oppression. To prove to you that I have acted legally, and merely with a view to keep the peace throughout, I beg to send you the papers of the case.

2. You will perceive that a number of ryots, as representatives of nearly the whole of the Charghat ryots, complained against Mr. Larmour. The deputy magistrate not having yet taken charge, I requested Mr. Mackenzie to hold an investigation. Before he went there the ryots protested against Mr. Mackenzie's being deputed, as they thought his intimacy with Mr. Larmour would be prejudicial to their interests. Under ordinary circumstances I should have taken no notice of this petition, but the place being out of Mr. Mackenzie's subdivision, and the deputy magistrate having just arrived, I thought it better to depute him, as, being new to the district, neither party would charge him with prejudice. I directed Mr. Mackenzie not to go to the spot, as the deputy magistrate was going; in the meantime he went and held a sort of inquiry, against which the ryots protest, and I think with some reason, for throwing aside the charges of having beaten the ryots, &c., his proceedings are very one-sided.

Vide ryots' petition.

3. He went accompanied by Mr. Raysen, Mr. Larmour's assistant, and has merely recorded the evidence of a few men, principally Hindoos, who declare that they never heard of any collecting illegal cesses or other oppression. These men are

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are a few ryots, who to save themselves have joined Mr. Larmour; and it is in their houses that the latteals of Mr. Larmour are said to remain. Now that their statement is partially true, is satisfactorily proved by the fact that receipts for such cesses have been produced in my court; for such proceedings however the ryots can obtain redress in the collector's court. Mr. Mackenzie has not taken the deposition of a single man amongst the petitioners, or the evidence of any of the ryots, with the exception of those few who are on the side of the factory. On the strength of such evidence Mr. Mackenzie sums up by saying to plant indigo is Mr. Larmour's right, as he has given advances. Mr. Mackenzie totally mistakes the rights of the case; if Mr. Larmour has given advances, he has no right to sow the indigo; it is for the ryots to sow, he cannot force them; "neither can he sow their lands by means of his own servants, nor has he a right to demand the assistance of the police for the purpose of compelling the ryots to fulfil his contract" (Construction No. 385). "Mr. Larmour's only remedy is in the civil court; the magistrate cannot interfere" (*vide* Construction No. 661).

4. Mr. Mackenzie proceeds to recommend that all the ryots who signed the petition should be fined 20 rupees each. He appears entirely to forget both the bad policy and the gross illegality of such a proceeding.

5. Being always anxious to assist the planters in every way in my power, and being unable to do so judicially, it has always been my custom to act in such cases rather as a referee or arbitrator between the parties than as a judicial officer, with what success I before pointed out to you; and with reference to this subject, I beg to refer you to a correspondence which took place between you and Mr. Mangles, in which you justly observe "that, however inadequate the remedies which existing laws offer to indigo planters for breach of contract on the part of ryots under advance, the executive is bound to punish any attempt on the part of the former to seek redress more." Disputes have been going on in the Baroset indigo concerns for years, but from my having interfered extra-judicially and acted as an arbitrator on first coming here, these disputes are now almost unknown between the planters and ryots. It was my intention to settle Mr. Larmour's disputes in the same way; but he petitioned against my proceedings after agreeing to them; and threw the whole question again into confusion.

Mr. Mangles to Commissioner, No. 156, dated 7 March 1856.
Ditto, No. 291, dated 19 May 1856.
Ditto, No. 376, dated 30 June 1856.
Commissioner to Mr. Mangles, No. 72, dated 4 June 1856.

6. Mr. Larmour appears to be under the impression that I have given no orders in the case. On the receipt of the last petition from the ryots, I called upon him as usual for an explanation, *i.e.*, for his version of the story. It is true that I might have ordered an inquiry by the police, but apprehending that this might further complicate the question, and encourage further complaints on the part of the ryots, I merely sent for a *kyfeut*. To this proceeding Mr. Larmour objects; it is perfectly impossible to please him. Other planters have requested me, as a particular favour, always to send to them copy of any petitions against them, and call upon them for an explanation; because I follow the same friendly course towards Mr. Larmour, he complains to you of my having induced the ryots not to sow. In reply to that *kyfeut* he says that the land is his *chattah* land, that is land for which the ryots have taken advances; but as I said before, construction 385 entirely disposes of the question of his right to sow these lands by means of his own servants. Even, therefore, supposing his explanation to be correct I cannot help him; on the receipt of his *kyfeut* I issued an order which I submit is the only legal one I could give, viz., that the police should take care that there was no breach of the peace; again, in consequence of his sowing shower, I have considered it necessary this day to order that the darogah shall personally remain on the spot and prevent a breach of the peace.

7. I beg to call your most particular attention to the statement I took from Mr. Larmour's mooktear, as to the instructions he had received, and as to his master's wishes. This will prove to you that I have done everything for Mr. Larmour's interest that I legally could do. I was compelled to adopt the course of questioning the mooktear, as Mr. Larmour has not condescended to communicate with me in any way. By the mooktear's statement it will be shown that I have invariably told the ryots to sow indigo, and the mooktear acknowledges that I have given every order that could be given in favour of his client.

8. The mooktear states that it is his master's present wish that I should reissue the order I gave in February, yet it was against this order that Mr. Larmour

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appealed in such unmeasured terms. The mooktear also wishes that I should act as referee; the ryots wish this also: it is desirable for both parties that the disputes should be settled, and therefore I am willing to overlook Mr. Larmour's conduct on the previous occasion of my endeavouring to settle his quarrel, and I will act as referee if he will give a written agreement to abide by my decision. If he cannot consent to this, it would be better to refer it to any other planter or planters that both sides may agree to.

9. The ryots are willing to sow, but those who have not taken advances don't wish to do so, but are willing to sow without advances. I have taken the statement of the only Charghat ryots I could find in court this morning to enable you to judge of the real cause of dispute. My experience of disputes between planters and ryots satisfies me that, in nine cases out of ten, it is not the question of ryots taking advances and not fulfilling their contracts, but the ryots refusing to bind themselves to the factory by taking advances at all, that causes the greater portion of these disputes. You will see by the statement of Aristullah that he and the other petitioners have not taken advances and won't take advances. They are willing, in consideration of Mr. Larmour being their izaradar, to sow ten cottahs for every plough they possess with indigo, and to give Mr. Larmour the indigo without any payment whatever, anything rather than take an advance which would bind them in after years to the factory; he says he has not yet been paid for last year's indigo, and the gomashtah refuses to pay him unless he takes advances for indigo. When advances are not given four bundles of indigo are taken for the rupee; each beegah produces on an average twenty-four bundles; the ryot, therefore, supposing him to be paid honestly without any deductions (which however seldom happens), would get six rupees per beegah; if he sowed the same land with tobacco he would gain, according to this year's price, sixty-two per beegah, and tobacco cannot be grown on the land which has already given a crop of indigo, yet Mr. Mackenzie thinks they may as well sow indigo, as the land will be otherwise fallow till October. After perusing these papers, I submit to you that if I have shown favour to either party, it has been to Mr. Larmour. If Mr. Larmour will come here, the ryots will all come too, and I can effect a settlement of the disputes in three days.

From *R. T. Larmour*, Esq., General Mofussil Manager for B. I. Company, to the Commissioner of the Nuddea Division (No. 241), dated the 30th April 1858.

Sir,

In reply to your letter of 26th instant, I have the honour to state that you have received an impression regarding the Charghat matter, which requires a few remarks for your information.

The ryots of Charghat villages have held advances and sown indigo last season, and ever since I have had charge of this concern, without any demur. The present difference has been caused by the magistrate stopping my measurement of the villages, and the ryots take advantage of that order, and have been backed up in refusing to fulfil their indigo engagements.

The joint magistrate may state to you that it is not his intention to ruin my indigo season; the effect of his orders is undoubtedly to do so; and under the cloak of preventing a breach of the peace, my servants are prevented from going near the villages situated within Baraset. The joint magistrate's proceedings are an exact repetition of what I suffered at the hands of Moulvee Abdool Luteef, who used the law to encourage and protect the ryots in not sowing indigo, and my sole offence has been to keep my promise with the zemindar (so as to ensure me a renewal of the *Pymalhah*), by measuring the villages.

The joint magistrate sends out his assistant to see if I intend any oppression towards the ryots; he gets his report, and instead of giving the ryots a reprimand, he takes a similar petition from them in *rokcush*, and calls upon me for a *kyfeut*; any better proof of prejudiced feelings towards me can hardly be wanting, when it is known ryots only require a wink from a magistrate to ruin the planter.

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From *A. Grote*, Esq., Commissioner of the Nuddea Division, to the Joint Magistrate of Baraset (No. 95), dated the 6th May 1858.

Sir,

I HAVE to acknowledge the receipt of your letter, No. 286, dated the 29th ultimo, which I have shown to Mr. Larmour, who had come in here to see me on the subject of the Charghat case. I have also gone through the record of your proceedings, which accompanied your letter, and have had his mooktear's statement read out to Mr. Larmour.

2. You are quite right, as Mr. Larmour fully admits, as regards the state of the law, and he declares that he has never from the commencement thought of using compulsory measures, with a view either to making ryots under obligations fulfil them, or to sowing their lands by means of his own people. He disclaims any employment of latteals by his assistant, Mr. Raysen, and merely protests against the police interference, which has had for one of its consequences the encouragement of his ryots to pursue the course which they are now pursuing, for the first time, he says, for a series of years.

3. The question is a serious one for Mr. Larmour, whose letter of to-day, embodying an extract from Mr. Raysen's last report to him, I now enclose in original. If the darogah has notified to the ryots in the terms represented by Mr. Raysen, you should immediately, on receipt of this, rectify his notification, which was an improper one. He is not stationed at Charghat to protect the ryots any more than he is there to protect the farmer. The ryots should be told authoritatively that they should fulfil their obligations, whatever they may be, and that those who fail to do so will take the consequences.

4. Mr. Larmour assures me that when he was himself in Charghat, in March, purtalling the measurement, there was not an objection or complaint raised. I am bound to say that your order to the police to stop that measurement was one which was in every way likely to foster discontent, and it may not be so easy now to allay it. You incur responsibility if you do not exert yourself to dispel the impression under which the ryots are represented to labour, viz., that they have your support in refusing to sow. I request that you will send me a copy of the order which you may issue to the darogah on receipt of this, and as every day is of importance you will be so good as to see that it is issued without an hour's delay.

From *A. Grote*, Esq., Commissioner of the Nuddea Division, to *R. T. Larmour*, Esq., General Mofussil Manager for B. I. Co. (No. 55), dated the 8th May 1858.

Sir,

IN reply to your letter of the 6th instant, I beg to annex, for your information, extract paragraphs 2 and 3 from my instructions of the same date to the joint magistrate of Baraset, who, as I learn to day demi-officially, will himself proceed to Charghat on Monday next. I request that you will be good enough to go there and meet him, showing him, as you have already assured me was the case, that an ameen and two khulasees are the only factory servants of yours in the village.

From Honourable *A. Eden*, Joint Magistrate of Baraset, to the Commissioner of the Nuddea Division (No. 319), dated the 6th April 1859.

Sir,

I HAVE the honour to acknowledge the receipt of your letter, No. 80,* dated 31st ultimo, and to inform you that I immediately forwarded a copy to the deputy magistrate of Metterhaut, requesting him to carry out your instructions.

2. The

* *See* page 108.

2. The intention and effect of my order was not in any way to interfere with any land upon which Mr. Larmour had any claim. Some ryots applied to me for protection from Mr. Larmour, who they said was going to plough up their lands and sow them with indigo. Complaints of the same sort had been made to me by a number of the ryots on various dates, commencing from November last; they denied having made over their lands, directly or indirectly, to Mr. Larmour, except in so far as they were compelled to do so by me last year, when I went out by your order to assist Mr. Larmour. Under these circumstances, I am of opinion that I am bound, as magistrate, to grant the ryots the protection they demand. But in giving this protection, I was careful not to interfere with any right that Mr. Larmour might possess. I therefore inserted a condition that the protection was only to be given to those ryots whose lands were undoubtedly their own; and I submit that where their lands are undoubtedly their own, they have a right to demand protection from the authorities in the event of any party endeavouring to forcibly dispossess them. In cases where there is a doubt about the lands being theirs, or where another party claims them as having been made over to him for indigo cultivation, and the ryots deny that they have made them over, either permanently or temporarily, the dispute can only be settled by an inquiry under Act IV. 1840 (*vide* Constructions 385, 662, 651). But I never understood before that Mr. Larmour did claim a right to sow any of these lands. No pottahs or other engagements whatever have been filed in my court.

3. With reference to the explanation called for in your 2d paragraph, I would observe that, in my opinion, there is a very great difference between declining as magistrate to enforce a civil contract, and interfering as magistrate to protect property; the former is expressly forbidden in the regulations and constructions, and the latter enjoined.

4. With reference to your remark regarding the allegation of Mr. Prestwich and others, that I have imprudently allowed my subordinates to gather that I am opposed to the existing system of indigo cultivation, I would respectfully submit that I cannot be fairly called upon to answer such vague assertions. If Mr. Prestwich will make a specific statement of any conversation that I have had with any of my subordinates, of which he thinks he has a right to complain, I shall be happy to explain anything that has passed. It seems to me, however, extraordinary that, if Mr. Prestwich considers me prejudiced, and believes that I have influenced my subordinates to act contrary to the law, he should have applied so frequently lately for my interference, and have asked me to depute one of my subordinates to adjust his dispute with his ryots.

5. It is not very long ago since Mr. Warner expressed gratification at the deputation of this very deputy magistrate to Metterhaut, as he professed to consider that it would be beneficial to the interests of the concern. My subordinates have possibly observed that I am willing, to the best of my ability and judgment, to afford even justice to all men, irrespective of class, calling, or creed, but I cannot consider this a matter for reproach; my views of the indigo system, moreover, are on record in my letter, No. 500, dated the 19th June 1858, to your address. I see no reason to alter or modify anything that I wrote there.

6. In the 20th paragraph of that letter I pointed out what, in my opinion, were grave objections to merely giving an order to the darogah to keep the peace in indigo disputes. The police invariably construe such order into an instruction to assist the factory at the expense of the ryots, as the peace can be more easily kept by keeping down the ryots than by keeping the planter from aggressing on the ryot's land. Now I cannot believe that it is the duty of a magistrate to save himself trouble and annoyance by keeping the peace, when this can only be done by sacrificing the rights of the weaker party; the party, in fact, who have not the same powers and privileges of obtaining a private hearing for their complaints against the local authorities that is accorded to their opponents.

7. Again, I do not think that it is right to throw the whole responsibility upon my subordinates. I should not expect them to serve zealously if they found that I shirked responsibility where influential parties were concerned, and threw it all upon their shoulders. Giving an order to keep the peace is throwing very great responsibility upon a subordinate officer. He may either keep it by allowing the planter

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planter forcibly to sow the lands of the ryots (as in the Hobrah case last year), or he may keep it, by preventing the planter's servants and ploughs coming into the village. It is only by one of these means that he can do what he is ordered to do, and it is placing too much responsibility in the darogah's hands to leave it to him to determine which course he will adopt. The order which I gave, and to which you object, was, I think, clear and conclusive, and strictly according to law. I have, however, as in duty bound, modified it in accordance with your views.

P. S.—Since writing the above, I have received the deputy magistrate's diary, in which, speaking of these very villages, he says, as follows:—

"Camped at Ghosepore, held office, and visited the villages, as in column 2d; inquired into the particulars of indigo cultivation, on which it appeared that most part of the lands were sown with indigo seed." This statement certainly does not agree with Mr. Larmour's statement, that he has been unable to sow his lands.

N. B.—Copy of the vernacular petition is herewith returned.

From *A. Grote*, Esq., Commissioner of the Nuddea Division, to the Joint Magistrate of Baraset (No. 90 Ct.), dated the 15th April 1859.

Sir,

In reply to your letter, No. 319, dated the 6th instant, I beg to point out that your order to the darogah implied, in the first place, an inquiry on his part as to what lands were, to use your own expression, undoubtedly the ryot's own. The mode in which he was to act was to depend entirely on the result of this inquiry. This is surely throwing on the police darogahs the whole responsibility of action, a course which you rightly look on as very reprehensible.

2. You say that it is enjoined on you, as magistrate, to protect property, whereas you are strictly forbidden to enforce a civil contract. In this you are quite correct, but you should give the same answer to both parties. The planter complains to you that certain ryots, under advances, have refused to sow lands for which the advances were made, and will probably oppose the servants whom he may send to see the lands sown; you remind him that the ryots' agreement is a civil contract, beyond your interference. The ryot complains that the planter is about to cause lands to be sown which he has not given up to the factory; you order the darogah to inquire whether the lands are undoubtedly the ryot's own, and, if so, to protect him from being obliged to sow by the planter. In this you are, in my opinion, inconsistent.

3. As you object to the order which I pointed out as the proper one for a petition like that from the Chargat ryots (your only grounds of objection, however, being that the police invariably misconstrue such an order), and maintain that your own order was clear, conclusive, and strictly according to law, I have submitted this correspondence for the consideration and orders of his Honour the Lieutenant Governor.

From *J. H. Young*, Esq., the Officiating Commissioner of the Nuddea Division, to the Secretary to the Government of Bengal (No. 82 Ct.), dated Allipore, 20th April 1859.

Sir,

In continuation of my letter, No. 74 Ct., dated 15th instant, relative to certain points connected with the disputes between Mr. Larmour and his ryots, I beg to forward, for the information of Government, copy of a letter from the joint magistrate of Baraset, No. 349, of the 18th idem, bearing on the same subject.

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From the Joint Magistrate of Baraset to the Commissioner of the Nuddea Division (No. 349), dated Camp Moneerampore, 18th April 1859.

Sir,

I HAVE the honour to acknowledge the receipt of your letter, No. 90, dated 15th instant, and as you have forwarded the correspondence to Government, I should feel obliged by your permitting me this opportunity of explaining what you consider an inconsistency.

2. You consider that by directing the police to protect the ryots in the lands that are undoubtedly their own, I throw the responsibility on the darogah of determining what lands are the ryot's own. But I would submit that this is not in effect the case, the lands which are "undoubtedly" the ryot's own, would be such lands as were admitted by all parties to be the ryot's; and that where the planter claimed the lands as having been made over to him, the very fact of his claim would throw a doubt on the ryot's possession, which the darogah would report, and the dispute would then be decided under Act IV. of 1840. The mere fact of an assertion of a claim to the land by the planter would exclude it from the category of lands which were undoubtedly the ryot's own; and thus interpreting the order in the sense in which it was intended, and in the only fair way which it appears to me it could be interpreted, no responsibility was thrown upon the darogah. It must be borne in mind, that I at that time in no way understood that Mr. Larmour claimed the lands as his own, neither does it appear from anything that has been before me yet that he even does so now.

3. In reply to your 2d para. I would remark, with every respect for your opinion, that I can see no inconsistency in my refusing to protect the planter's servants, when they go "to see" the lands of a ryot (stated to have taken advances) sown with indigo against the ryot's will, and in protecting a ryot whose claim to the land is undoubted when threatened with having his lands forcibly sown by the planter.

4. In the first place, supposing the ryot has entered into an engagement voluntarily to sow indigo, which I think Mr. Larmour will admit is rarely the case, this engagement gives the planter no right whatever to sow the lands through his own servants, in the event of the ryot's refusing to fulfil his agreement. The ryot agrees that he will sow so many beegahs with indigo, not that the planter shall sow on his lands; the planter therefore has no right to send his servants "to see" that unwilling ryots sow, for this can only mean to force them to sow; and I think that I should, in the face of construction 385, not be justified in affording the planter assistance under such circumstances, for this would be to assert that the planter had certain rights which the Regulations and the rulings of the Upper Courts expressly declare that he has not; on the other hand, in directing the police to protect the ryots from the forcible dispossession of "lands which were undoubtedly their own," and to which no one laid claim, I should merely be affording them that protection which they have an undoubted right to demand and expect, and which rights are in no way dependent upon a civil contract.

5. It is with no wish to contest your orders that I have replied to your letter, but the question is one of vast importance to the people of this country, and I therefore trust that you will excuse my requesting you to forward this letter to Government in continuation of the previous correspondence.

From *A. R. Young*, Esq., Secretary to the Government of Bengal, to the Commissioner of the Nuddea Division (No. 3502), dated Fort William, the 2d June 1859.

Sir,

WITH reference to your office letters, Nos. 74 and 82, dated the 15th and 20th April last, submitting correspondence relative to a difference of opinion between the joint magistrate of Baraset and yourself regarding the propriety of certain instructions issued by Mr. Eden to one of his darogahs as to the way in which

he

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he should deal with certain indigo disputes between Mr. Larmour and the ryots of the Charghat Mehal, I am directed to request that you will forward for the Lieutenant Governor's perusal your letter dated the 31st March last, to which Mr. Eden's of the 6th April is a reply, and any other papers on which your said letter was grounded.

From *A. Grote*, Esq., Commissioner of the Nuddea Division, to the Secretary to the Government of Bengal (No. 116 Ct.), Fort William, dated Allipore, the 6th June 1859.

Sir,

In reply to your letter, No. 3502, dated 2d instant, I beg to enclose in original my letter to the joint magistrate of Baraset, dated 31st March last, together with that from Mr. Larmour, with enclosures, on which my instructions were grounded.

2. It is only this moment that I have seen Mr. Eden's letter, dated 18th April, which was received in the office after my departure on leave, and which was forwarded to Government by Mr. Young on the 20th idem.

3. Notwithstanding the explanations in Mr. Eden's 2d para., I maintain that the order which I objected to left the course to be pursued by the police darogah contingent on the result of a previous inquiry, viz., was the land, to use Mr. Eden's own translations of his Bengallee expression, "undoubtedly the ryot's own."

4. But this translation gives an incorrect idea of the real point at issue between the planter (in this, as in most cases, landlord also) and the ryot, and of this Mr. Eden seems to be aware from the concluding sentence of his 2d para. Mr. Larmour had not disputed the fact of the lands being the ryot's own, but in performance of his part of the contract he had at the proper season sent his people with indigo seed to get the ryot to perform his part of it. This is the usual practice all over the country, though Mr. Eden seems to think that the planter's people have no right to be on the ground at all. The indigo crop, as Mr. Eden knows, is under the supervision of the factory from the time the seed is put into the ground, and is constantly visited by the planter and his servants till the season arrives for cutting it.

5. There is no doubt that Mr. Eden would not be justified in assisting a planter to sow against the ryot's will, unless indeed his written contract with the latter reserved to the former a right to sow should the other fail to do so. This condition is rarely if ever introduced into contracts within this division, though the right in question is very often asserted by planters. In my report, No. 94, dated 19th August 1856, I pointed out that in order to put an end to the serious disputes which prevail at sowing and cutting seasons, it might be expedient to legalise this right and to make the planter responsible for its exercise.

6. While making the above remarks on Mr. Eden's second letter, I consider that the latter bears rather on another part of an important and much-vexed question than on the single point which lies within my jurisdiction. If the joint magistrate misapplies the provisions of Act IV. of 1840, it will be for the session judge to correct him; the same if he should err in judgment when exercising his powers to punish. I have only to see that the police have not an unfair duty thrust upon them, but that they are used to prevent, if they can, actual disturbance of the peace, and if they cannot prevent, to arrest and bring to justice those who disturb it.

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From *A. Grote*, Esq. to the Joint Magistrate of Baraset (No. 80 Ct.), dated Allipore, the 31st March 1859.

Sir,

Mr. Larmour has handed me copies of the correspondence noted in the margin, with a letter, of which I append copy, and the enclosed unattested copy of a petition presented to you, bearing your order without date, referring the petition to the deputy magistrate of Metterhaut.

2. I cannot approve of such an order being given to a police darogah as that which you have here directed; and I cannot reconcile that particular passage of it, which I have underlined with pencil, with the non-interference principle which you profess in the concluding para. of your letter to Mr. Larmour. On this point I must request explanations.

3. I think it very probable that the effect of the order to the Charghat darogah has been, as Mr. Larmour represents, more especially if, as is alleged by Mr. Prestwich and others, you have imprudently allowed your subordinates to gather that you are opposed to the existing system of indigo planting; I request therefore that the deputy magistrate may be instructed to make it known through the same darogah that it was not the intention of your first order that police protection should be given to such ryots as had entered into engagements with the factory and are now on any pretext holding back from their performance.

4. I cannot help expressing my disappointment to find you again falling into a mistake which I had to correct last year. The proper order on such a petition as that of the Charghat ryots would have been a warning to the local police, that as there was dissatisfaction with the factory proceedings on the part of the ryots, they should be specially on the alert to prevent any threatened breach of the peace. The passage in the order actually issued, which I have above noticed, gives, on the contrary, as I read it, a dangerous latitude of discretion to the darogah.

From *R. T. Larmour*, Esq., General Mofussil Manager for B. I. Company, to the Commissioner of Nuddea, dated Mulnath, 28th March 1859.

Sir,

With reference to my interview with you on 16th instant, as soon as the Courts opened on 21st instant I addressed a letter to the joint magistrate of Baraset, copy of which, with his reply, is annexed.

Mr. Eden denies having passed any order at all on the petition of the ryots; in making such a statement he appears to have quite forgotten himself, as the copy of the ryot's petition, with the several orders thereon annexed, will prove. Mr. Eden may defend himself by saying he gave no direct order on the Kollingah darogah.

The result of the order passed on the deputy magistrate has been that, after his remaining at Charghat for some days, two of the ryots put in petitions to say their lands had been forcibly sown.

The whole of Mr. Eden's proceedings could not possibly show greater prejudice and unfairness; he knows perfectly well that I have never resorted to force, and that force to compel a number of villagers to sow indigo is an absurdity; he has done all in his power to instigate the ryots not to sow indigo, and after the visit of the deputy magistrate to Charghat, conveying Mr. Eden's feelings more pointedly to the ryots, I cannot hope to have the remainder of my lands sown unless redress comes from you.

Translation

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109

TRANSLATION of a Petition from Muneroodeen Mundle and others, dated 1st Chyte, 1265, B.S.

To the Joint Magistrate of Baraset.

WHEN the Charghat estate, consisting of Mouza Nuj Charghat, Rosae Sohoodh, Kolatubar, and seven other Mouzahs in Pergunnah Ookrah, was purchased by Rammohun Banerjee, zemindar, he commenced measuring our Maurossee lands, with the view of raising the rents. But, on our ancestors objecting, the measurement was put a stop to by an order of the judge of Nuddea. Subsequently, when Baboo Eshwar Chunder Moostophee purchased this mehal, and during the time it was held on putnee tenure by Kylasnath Bromocharee, we were left in undisturbed possession of our lands.

To our great misfortune, about two years ago, Mr. Larmour, manager of the Moelatee and other factories, took a lease of these villages, and demanded from us the expenses which the izarah had entailed upon him, as well as other cesses. As we refused to pay, he at once proceeded to measure our land, which he had no business to do. In this, however, he has been stopped, by our petitioning the court. Still, in consequence of the enmity which he has on this account conceived against us, our lives, honour and property have been with great difficulty preserved during the last few months. As an instance of his oppression, we may mention that we had sowed our lands with sugar-cane and tobacco, and since congratulating ourselves on the fair prospects of our crop, when, on the 26th of Falgoon last, Dewan Nobin Chunder Chowdry, of the Barrorea factory of Mr. Larmour, Kazimuddy Ameen, Muloo Kholassee, and Jameeroodee Kholassee, accompanied by 50 or 60 lattials, armed with clubs, spears, and guns, and a Keranee Saheb on horseback, came to our villages, and having forcibly seized us, like judgment debtors, vowed vengeance to us and to our families, if we did not immediately sow our lands with indigo, and by forcibly bringing out the ploughs of some of the ryots from their houses, and by maltreating others by putting the ploughs on their necks, they got some of the lands cultivated with indigo. These people now come daily to our villages, and with similar parade practise oppressions. The oppressions of the indigo planters are beyond description. They have been mentioned in the "Englishman," "Hurkaru," and other papers, and several people have written on the subject, but no one has been able fully to describe them. Several officers of Government have devised, and we hear that the Government even now are devising, measures with a view to check these oppressions. But Mr. Larmour heeds them not. He has now adopted a plan by which he hopes to bring under his control some of the principal ryots of our turruff, by holding out to them hopes of employment. But, be this as it may, we, poor ryots, find no means for the protection of our honour, lives, and property. Police officers are posted for the preservation of the peace; yet even they dare not come forward at the critical time. We, therefore, pray that the huzoor will issue suitable orders to prevent the planters from forcibly sowing indigo in our lands, and to protect our lives and property. At the time we came to the huzoor, we left our families in the houses of our friends residing in the neighbouring villages, and we do not know what may have happened in our own villages during our absence. We solicit that early orders may be passed for taking recognizances from the factory Dewan, Ameen, and Kholasees. We never took any indigo advances from Mr. Larmour, and even for the indigo, which, under the orders of the huzoor, we cultivated last year, Mr. Larmour has not paid us a cowree. We pray, therefore, that suitable orders may be passed on our representation.

First Order by the joint magistrate.—Since the ryots can sow in their lands whatever crop they like, no one can, without their consent and by violence, sow any other crop.

Ordered, therefore—

That the original petition be sent to the deputy magistrate of Metterhaut, in order that he may send a police officer to the ryots' lands, to prevent any disturbances that are likely to ensue from any compulsory cultivation of their lands, and instruct him that, if the land is really that of the ryots, not to allow any one to interfere with it. If the ryots wish to sow indigo, or anything else, the policeman will see that there is no disturbance.

Second Order by the joint magistrate.—It is not specified in this petition on what ryot's land, or upon what portions of his land, indigo has been sown. The ryots are, therefore, informed that if upon any person's land indigo has been forcibly sown, that person is at liberty to present a separate petition on the subject to the deputy magistrate of the Metterhaut subdivision, and the deputy magistrate will pass orders upon it in due course.

Order by the deputy magistrate:—

Ordered, That, in accordance with the above, the darogah be directed to send the Thannah Moburrir immediately to the spot. Dated 16th March 1859.

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From *R. T. Larmour*, Esq., to the Joint Magistrate of Baraset, dated Calcutta, 21st March 1859.

Sir,

Having received information that the ryots of Roosooe Sooloah and Kantal Bare, in Turuff Charghat, have presented a petition in your court that I wish to sow indigo forcibly in those villages, I have the honour to state that in no instance have I attempted forcibly to sow their lands. These ryots, with the other eight villages of Charghat, made their accounts, took their advances, measured off their lands, and until the contents of the roobokarree, issued in the case of the Hobrah concern, in February last, were made generally known, these ryots showed no discontent. The effect of the roobokarree has been to make the ryots believe they will receive every encouragement from your court in not sowing indigo.

I now address you with the hope you will be pleased to modify your order on the darogah of Kollingah thannah, so far that those ryots who have taken their advances should in common honesty fulfil their engagements, and that he will disabuse their minds as to the impression that you will countenance their breaking through their engagement of last year (when I withdrew from the measurement of the zemindaree) as well as this.

From the Joint Magistrate of Baraset, to *R. Larmour*, Esq., General Mofussil Manager for B. I. Company, Calcutta (No. 262), dated Camp Monnerampore, the 22d March 1859.

Sir,

I beg to acknowledge the receipt of your letter of the 21st instant, and to inform you in reply, that the petition you allude to was referred to the deputy magistrate of Metterhaut, in whose jurisdiction Charghat is situated.

2. I must observe that I fail to see how any roobokarree connected with the Hobrah concern can have had any influence on your ryots, beyond letting them understand that ryots were not to be forced to sign contracts against their will. I must, however, remark that you are mistaken in supposing your ryots showed no signs of discontent till February. They have complained to be in a body on several occasions of your oppression; I however declined to receive general complaints of oppression, and informed them that if they had any specific complaint to make, they should do so in the usual way.

3. It is not in my power to comply with your request to modify any orders that I have given to the Kollingah darogah, for I find that I have issued no order at all. Charghat being in the subdivision of Metterhaut, you should in the first instance address yourself in the prescribed manner, by petition, to the officer in charge of the subdivision. If you have reason to believe that you suffer injustice from him, you have the usual appeal to the judge or myself; your communications, however, should be in the form of petition, and on stamped paper, as I do not consider that it is desirable to carry on a correspondence with a party to a suit in my court on subjects connected with the case.

4. In reply to your last paragraph, I beg to remind you, that as magistrate, I have nothing to do with either the civil or moral obligations of the ryots to fulfil any engagements into which they may have entered. They receive no countenance from me in not doing so, and have always been advised by me, whenever they have spoken to me on the subject, to fulfil all their engagements honestly. They, however, have invariably denied that they have entered voluntarily into any contract. In the case of their breaking any engagements, you of course have your remedy like other people in the civil court.

From

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From *A. R. Young*, Esq., Secretary to the Government of Bengal, to the Officiating Commissioner of the Nuddea Division (No. 4516), dated the 21st July 1859.

Sir,

I AM directed to acknowledge the receipt of the letters from your office, noted in the margin with their original enclosures, and in reply to communicate the following observations of the Lieutenant Governor on the question which was referred by Mr. Grote for the orders of Government.

No. 74 Ct., dated the 15th April last.
No. 82 Ct., dated the 20th April last.
No. 116 Ct., dated the 6th June 1859.

2. It is not necessary, in disposing of this matter, to go further back than to the proceedings in 1859, out of which this reference has arisen. The facts of the case appears to be these.

3. Some ryots applied to Mr. Eden, the joint magistrate of Baraset, "for protection from Mr. Larmour, who, they said, was going to plough up their lands and sow them with indigo." Complaints of the same sort had been before made to the magistrate by a number of ryots, on various dates commencing from November last. On receiving the last complaint, Mr. Eden passed the following order, addressed to the deputy magistrate of the subdivision :—"Since the ryots can sow in their lands whatever crop they like, no one can, without their consent, and by violence, sow any other crop. Ordered, therefore, that the original petition be sent to the deputy magistrate of Metterhaut, in order that he may send policemen to the ryots' lands to prevent any disturbances that are likely to ensue from any compulsory cultivation of their lands, and instruct them, that if the land is really that of the ryots, not to allow any one to interfere with it. If the ryots wish to sow indigo or anything else, the policeman will see that there is no disturbance."

4. Mr. Larmour complained of this order, alleging that the effect of it had been to make the ryots believe that they would receive every encouragement from the magistrate's court "in not sowing indigo," for which some of them had received advances and contracted.

5. Mr. Grote thought Mr. Larmour's remonstrance well founded, and disapproved of the magistrate's order above quoted. Mr. Grote does not maintain, at least he does not in this correspondence assert, that Mr. Larmour can have had any right to compel the ryots by force to sow indigo, or any right himself to sow indigo on their land; and he does not deny that disputes in such affairs are matters for settlement in the civil courts. But he objects to that part of the order by which the police are directed not to allow any one to interfere with the ryots in the cultivation of their land, if the land is undoubtedly that of the ryots, on the ground that this condition involves an inquiry by the darogah into the point of ownership, as his action is to depend entirely upon the result of such an inquiry. This, Mr. Grote says, is throwing on the darogah the entire responsibility of action, a course which he looks upon as very reprehensible. He considers the magistrate's order inconsistent with the principle on which Mr. Eden himself founds, which principle Mr. Grote, as his Honour understands him, does not contest, namely, that the contracts between indigo manufacturers and ryots for the cultivation and sale of indigo plant, when disputes arise between them on the ground of alleged breach by either party, are matters exclusively for the settlement of the civil courts, and matters in which the magistracy and criminal courts have no jurisdiction, and with which the police have no right, and ought not, to interfere on one side or the other, any more than in disputes about other civil contracts. Disapproving of the order on the above grounds, Mr. Grote instructed Mr. Eden to amend his order by making it known that it was not the intention of the order, "that police protection should be given to such ryots as had entered into engagements with the factory, and were now on any pretext holding back from their performance." Mr. Eden obeyed these instructions, but he supported the consistency and propriety of his own views, explaining that in matter of fact the ryots in this case were undisputed owners of the land, and were in possession of it; that Mr. Larmour put forward no claim to it; and that the order applied only to land in such circumstances. Mr. Eden has urged his

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point with much intelligence and force. Mr. Grote, however, adheres to his original view, and holds that all that ought to be required of the police, in cases of such complaints as those made to Mr. Eden in this case, is, that they are to prevent, if they can, actual disturbance of the peace; and if they cannot prevent (a breach of the peace), "to arrest and bring to justice those who disturb it."

6. It is to be observed, that it is not to be assumed that in the case out of which this discussion arose, Mr. Larmour, or his servants, acted in any way improperly or illegally. Mr. Larmour has denied all intention to use force. The general question in no way depends upon the merits of this particular dispute; it relates only to the course which the police ought to adopt, when such disputes as this arise.

7. The question on which Government has to decide is, which of these two courses should be prescribed to the police, in disputes of this nature; the course of protecting the undoubted possessor of the land from the physical interference of strangers, who come upon the land, insisting that it shall be cultivated only with indigo, on the allegation that the possessor of the land has promised to cultivate a certain quantity of land with indigo, for sale to them at a fixed price; or the course of announcing that no protection will be given against such physical interference to ryots who are under engagements (for the cultivation and supply of indigo) with these strangers, and hold back from performing their engagements; and of standing by until the dispute reaches the point of a breach of the peace, when whosoever breaks the peace is to be arrested, and sent to the magistrate to be punished.

8. This is a most important practical question, and the Lieutenant Governor thinks it is strange that it has not been authoritatively determined before now, as cases of the sort are of daily occurrence. On the one hand, the manufacturer of indigo dye, which is one of the staples of these provinces, affirms that if the ryots are protected by the police from such interference with their cultivation as is described, no indigo plant will be cultivated wherefrom he can manufacture the dye. On the other hand, the ryot affirms that if he is unprotected, under such circumstances, he is deprived of the use of his possessions, and sent to prison for resisting the trespasser.

9. The Lieutenant Governor assumes that Mr. Eden's principle, as above stated, is beyond all question the true exposition of the law of the matter, as it stands; and he cannot agree with Mr. Grote in thinking that Mr. Eden's order was inconsistent with that principle. If Mr. Grote's objection is well founded, it is beyond the province of the police, as throwing undue responsibility of action upon them, to protect any man in the possession of his property against force, if the force is exerted by persons who allege promises in their favour. His argument is, that in all such cases the duty of the police is to stand still, unless a breach of the peace is imminent; in that case, they are to prevent such breach, if they can, and, if they cannot, they are to arrest whomsoever they find in the act of breaking the peace.

10. It appears to the Lieutenant Governor that this doctrine is untenable. He cannot suppose that any one would think of maintaining it where the property in question is personal. If a traveller is passing along the highway, and is surrounded by men who insist upon his delivering to them his purse out of his pocket, alleging that he had promised to do so, no one, the Lieutenant Governor believes, will maintain that a police darogah and his men, who are paid to repress all outrages, ought to stand by without interfering, on the ground that they cannot tell, without inquiry, whether the purse belongs to the passenger or not, and that, therefore, it is throwing too much responsibility upon the police to expect them to take any action in the affair, until there is a breach of the peace. Even so the Lieutenant Governor does not see how the police could escape the responsibility, eventually, of coming to a conclusion from the facts passing before their eyes, and taking a line of action founded upon that conclusion. For, suppose the passenger to prepare to resist those who offer to take his purse, are the police to hold his hands for fear of the parties coming to blows; or if he do resist, and so a breach of the peace occurs, is he to be taken up for causing it? That would be to act on the conclusion that the assailants had a right to force the purse out of the passenger's possession. Or are the assailants to

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to be taken up? That would be a line of action founded on the contrary conclusion. As then the police must be driven at last into assuming the responsibility of coming to a rational conclusion, under the circumstances, as to whether the party resorting to force has a right to do so or not, what reason can there be to prohibit them from so acting at first, before any such calamity has happened?

11. The Lieutenant Governor is unable to see any difference of principle when the case is one of forcible entry, which is no less an outrage, when without colour of law, than the forcible seizure of personal property; and he believes that in any case unconnected with indigo, no one would question the propriety of the police interfering to protect a subject from such an outrage. Suppose the case reversed, and that these ryots, alleging that Mr. Larmour had promised to let them have the use of his houses and grounds, had entered that gentleman's premises, and insisted on sowing his garden with rice, or had taken possession of his factory to store their grain in it, the Lieutenant Governor doubts if Mr. Grote would hold that on Mr. Larmour's call on the police for protection it would be throwing too much responsibility on the darogah to expect him to act on the conclusion that Mr. Larmour had a right to such protection, under the circumstances.

12. Indeed every public officer must act in the exercise of his proper functions on his own responsibility; and he could not be relieved from that necessity without making him altogether useless. Nor is it easy to see a case in which the responsibility of forming a rational conclusion under the circumstances can be less than one in which a party pretending to no claim beyond what may or may not be a valid ground of civil action, and setting up no pretence of ownership, or possession, or right of possession, in a particular field, which field is known to be in the undisputed possession of another party, sends men upon that field to cause it to be sown with something the possessor of the field objects to.

13. It is the course which Mr. Grote has prescribed in the present case which appears to the Lieutenant Governor to be inconsistent with the principle above laid down, and certainly to be open to the objection that it throws undue responsibility on the police. By this course the police were prohibited from protecting, in the use of their own land, such ryots as had engagements with the factory, and were now "on any pretext" holding back from the performance of their bargains. How is the darogah to ascertain whether the ryot has or has not made such an engagement? There is nothing in what passes before his eyes to show how that fact stands. He cannot know the fact, or form a rational guess on the point, without *quasi*-judicial inquiry; and it is quite certain that he has no authority to enter into any such inquiry, and no power to obtain the evidence, without which no conclusion upon the question could be formed. This alone seems a fatal objection.

14. There is, however, a still stronger objection to this course of proceeding, namely, its substantial injustice. Supposing the police darogah to be a proper functionary to try the question of the mutual civil obligations of the two parties; he is, by the proposed course of procedure, directed, as it were, to execute judgment in favour of the plaintiff, if he decides the one issue of engagement or no engagement in his favour. The ryot may confess the engagement, and still have many irresistible pleas to avoid the consequence the opposite party insists upon. Nevertheless, judgment is to be given and executed against him, without hearing one of his pleas or pretences, as they are called. Such a system of procedure would be unjust.

15. For example, it is stated to be a common occurrence for a ryot to say that he is willing, according to his engagement, to sow so many beegahs with indigo, and that he has land fit for the purpose, but that he is not willing to occupy his best land with that comparatively unprofitable crop, as his best land is capable of growing what will be many times more remunerative to him. A fairer plea cannot be imagined; but it must be ignored in the course of procedure laid

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down by Mr. Grote, which, in fact, leaves the planter's peons to select for indigo what fields they please, supported passively, to say the least, by the police.

16. The Lieutenant Governor cannot but disapprove of a police order of this character.

17. The truth is that disagreements of the character in question are by their very nature subjects for judicial decision, which cannot be adjusted without fully hearing both parties. There is no doubt that as the law now stands the moonsiff's court, or the higher civil courts, are the only authorities who have lawful cognizance of them. To these courts, therefore, both parties should be left. If either party to the contract conceives himself to be wronged by the other, it is for him to sue the other party. In the supposed case, the indigo planter is the party conceiving himself wronged. It is for him, therefore, not to judge his own case, and to execute by his own peons his own judgment in his own favour, but to sue the ryot in the civil court, where an impartial decision is possible. The ryot has a right to be protected against any other course.

18. It may be that it would be well if speedier means existed of getting the case adjudged, and specific performance judicially ordered, or substantial damages awarded, than the moonsiff's courts afford. But to introduce, in effect, into the system of procedure in such cases the action of a power which cannot form a judgment on the question in dispute, and does not pretend to do so, is to take a step which certainly is not a step in the right direction.

19. In his letter of the 6th ultimo, Mr. Grote makes some remarks, from which the Lieutenant Governor infers that he is not sure that "the usual practice all over the country" in regard to the cultivation of indigo is supported by law. But anything is supported by law to which all parties interested agree. If the ryots agree to such minute interference with their crop as is described, all is as it should be; but whenever both parties do not agree, neither can be allowed to go beyond his lawful rights, whatever they may be.

20. It would be greatly to be lamented if anything should check indigo cultivation, so long as it is a wholesome commercial enterprise. But it cannot be supported at the expense of justice; and no wholesome trade requires such support. If the cultivation be, as it must be presumed to be, and certainly as it ought to be, for the mutual advantage of both the producer and the purchaser of the plant, it is not very easy to see why one party should be less eager for it than the other. If the ryot finds that on certain sorts of land, at the price offered him for indigo plant, that cultivation pays him better than any other; if he finds that when he cultivates indigo he is no less secure from ill-treatment than other people of his class, and if the peons and native servants of the factory are not allowed to harass him, so as to disgust him with the business, the manufacturer should be in no difficulty. In such a wholesome state of things he should have no more law suits to engage in, and should have no more cause either to fear or to hope from the interference of the magistrate and the police than any other man engaged in fair trade. It is this wholesome state of things which should be encouraged. But if the case be otherwise in any particular district, or with any particular planter, the obvious inference is, that either indigo is not naturally suited to that place, or that the remedy is in the hands, not of the police, but of the indigo manufacturer himself.

21. The original papers received with your office letters under reply are herewith returned, a copy being kept for record in this office.

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— No. 9. —

From *A. R. Young*, Esq., Secretary to the Government of Bengal, to the Officiating Commissioner of the Nuddea Division (No. 4939), dated the 9th August 1859.

Sir,

With reference to the correspondence noted on the margin, I am directed to inform you that the Lieutenant Governor, being desirous to have before him further information relative to the system on which indigo cultivation is carried on in Bengal, requests that you will have collected, and submit with as little delay as possible, any correspondence there may be in your office containing either facts illustrative of the system or the views and opinions of officers in the division who have given their attention to the subject.

From Commissioner of Nuddea, No. 74 Ct., dated 15th April 1859, with enclosures.
From Officiating Commissioner of Nuddea, No. 82 Ct., dated 20th April 1859, with enclosures.
To Commissioner of Nuddea, No. 3502, dated 2d June 1859.
From Commissioner of Nuddea, No. 116 Ct., dated 6th June 1859 with enclosures.
To Officiating Commissioner of Nuddea, No. 4516, dated 21st July 1859.

From *A. Grote*, Esq., Commissioner of the Nuddea Division, to the Secretary to the Government of Bengal (No. 141Ct.), dated the 7th November 1859.

Sir,

In reply to your letter, No. 4939, dated 9th August last, I beg to submit, in original, the correspondence noted in the margin,* which, but for other pressing duties, would have been laid before Government last year in continuation of the report† on the same subject, which I made on the 19th August 1856. No orders were ever passed on this report, and the object of my second call on the magistrates of the indigo districts was to enable me by means of a supplement to it to draw again the attention of Government to a most important question.

* Commissioner's Circular, No. 30, dated 17th May 1858.
Magistrate of Moorshedabad, No. 451, dated 15th July 1858.
Magistrate of Nuddea, No. 246, dated 26th July 1858, with two enclosures.
Magistrate of Baraset, No. 500, dated 19th June 1858.
Magistrate of Jessore, No. 424, dated 29th July 1858, with an enclosure.
† No. 94.

2. In the interim a case occurred in Baraset in which I had to amend what I considered to be a mistaken order issued to his police by the joint magistrate of that district; and as he adhered to the view which led to his order, I thought it due to an intelligent and zealous officer to lay his objections to my proceedings before Government. This reference has been disposed of during my absence from the office, and its purport, even if it were not for your present call, assures me that the great question which I reported on three years ago has at last been taken up in earnest.

3. Before remarking on the enclosures now forwarded, I shall ask permission to make one respectful observation on paragraph 7 of your letter, No. 4516, dated 21st July last, just referred to. The question which I intended to put to Government, in my reference in Mr. Larmour's case, was not that which is defined in that paragraph. I did mean to say that my order was that which Mr. Eden should have issued in the first instance, or, in the words of your letter, that the course of announcing that no protection should be given to ryots against physical interference, &c., was that which Mr. Eden should have adopted. My order was necessary and justifiable only as corrective of the misimpression which had been produced by the previous order of Mr. Eden. The question, as I wished to submit it, was whether Mr. Eden was right in the terms of his order, which were conditional, or whether he should have refrained from using such terms.

4. I now proceed to notice the Magistrates' reports.

5 *Baraset.*—Mr. Eden refers in his opening paragraph to the first Charghat dispute in 1858, the correspondence regarding which was submitted to Government for perusal with my letter, Nos 74 Ct. and 116 Ct., dated respectively 15th April and 6th June last. The features of this dispute were in the main similar to those of the last which the Lieutenant Governor disposed of, in your letter above quoted. In my opinion, the magistrate's orders interfered with Mr. Larmour's

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exercise of his powers as a landholder, and required modification. In this, as in the last Charghat case, this corrective order of mine went beyond what was called for by the state of the case as it came originally before the magistrate.

6. In the paragraphs which follow, Mr. Eden refers to the Hobrah case, some particulars of which have also been before his Honour the Lieutenant Governor, on the petition of Mr. Prestwich. The factory party appear here to have been entirely in the wrong, though the police declared otherwise. I note here an* expression of Mr. Eden which charges the police generally with partiality towards the planter.

7. Mr. Eden then goes into the general question of the indigo system, which I reserve for notice presently.

8. *Nuddea.*—Mr. Cockerell reports, that no serious disputes occurred in his district during the sowing seasons of 1857-58; 45 cases altogether had occurred in the two years connected with indigo cultivation; 29 of these were complaints by ryots, and in the majority of these, as of the others, the prosecutions failed. In the eight cases which proceeded to conviction, the ryots were punished in two; their landholders, as instigators against the planter, in two; and in four cases, one or both parties were bound down to keep the peace.

9. *Moorshedabad and Jessore.*—In neither of these districts had any serious disturbances occurred. Two partial affrays took place in the Magoorah subdivision of Jessore, and the Magistrate's enclosed statement shows, that a great many petitions against planters' proceedings, and *vice versâ*, had been presented in the same subdivision. Unfortunately the return does not show the result of inquiry into these complaints.

10. On the whole, the sowing seasons of the three past years have gone off quietly in this division. The magistrate was known to be on the alert in the three districts in which disputes generally occur. In Moorshedabad the Messrs. Watson have scarcely a rival factory to contend with, and their large zemindaree interests enable them to carry any point with their tenantry.

11. This practice of planters taking leases from the landholders has lately prevailed in Nuddea, and is being extended as much as possible to Jessore. By this means the planter gets rid of the local influence which he supposed to be always opposed to his factory interests, and concentrates it in himself. Large sums by way of bonus are given by many planters for these leases, and in some cases (Chowrasee, for instance, in Baraset, which is held by the Hobrah concern) the rent which they engage to pay under the lease is higher than the known Mofussil rental.

12. There can be no doubt that the comparatively few affrays which are reported now are due in a great measure to the withdrawal from the field held by the indigo concern of this adverse landholder interest, though in some measure also to the establishment of subdivisions, and to improved efficiency of our police. The ryot, knowing the various means of annoyance in the hands of a planter landholder, is disposed to comply with the latter's wishes, and will engage to grow plant for him, though protesting perhaps, while taking the factory seed, that he would much prefer to sow rice. In thus complying, he perhaps declines the proffered advance from the factory, under the idea that his acceptance of it will get him into trouble; perhaps it is convenient to him to take it, as he obtains it without interest. In no case, I quite believe, does the ryot deliberately grow indigo under the impression that the crop will yield him profit, and in many he grows it without reckoning on obtaining a return even of the rent which he has to pay for the land.

13. And that some degree of compulsion was exercised in the first days of the introduction of the manufacture into this country is to be implied, I think, from the tenor of the rules embodied in Regulation XXXIII. of 1795. The right of the Khoodkhast ryot to grow, or to refrain from growing, the plant, at his own pleasure,

* "The Burkundazes were helping the factory, as the police always do when deputed to keep the peace."

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pleasure, is there proclaimed in a manner that suggests the presumption that he had not in the four years of experience at Benares at all events been treated as a free agent. From the mention made in this law, however, of the Bengal system of indigo cultivation, it would appear to have been one entirely of contract with the ryots, a system which Government then and have since encouraged. See Section III. Regulation XX. of 1812, enjoining the registry of indigo contracts, and Regulation VI. of 1823, which, recognising the advance system, and the reasonableness of giving the planter a lien on the crop, for the production of which he advances, supplies him with the means of obtaining summary redress for evasions or breaches of contract on the part of the ryots.

14. Why this summary remedy proved insufficient can only be conjectured, but that it did so is announced in the preamble of Regulation V. of 1830, when breach of indigo contract was declared to be a misdemeanor, and subject to the penalties prescribed in Section V. Regulation VII. of 1819. Instigators to such breach were to be jointly liable with the contracting ryots; but while these stringent provisions were enacted for enforcing the performance of his contract, a mode of extricating himself summarily from arbitrary claims made on him by the factory was provided for the ryot, Section V.

This course is still open to him, though he is no longer punishable for misdemeanor for not performing his contract.

15. I believe these summary remedies have rarely been resorted to either by planter or ryot. Suits under both the above laws had to be instituted at the Sudder stations, for there were no local courts competent to entertain them till 1831. The process, too, was probably costly, and not always successful. Whatever may be the cause of these provisions being inoperative, it is certain that the planter has the means of indemnifying himself for loss of indigo crop to the extent of the evading ryot's property, and that the unwilling cultivator may deposit in Court any balance due from him under an expired contract, and relieve himself of all obligation to the factory. Regulation V.

16. Mr. Eden, it will be seen, holds extreme views on the subject of the existing contract system. He holds that these contracts are not *bonâ fide*, and that it is only by means of oppression and compulsion that the planter succeeds in obtaining any indigo. There is, I remark, a great deal of bold assertion in Mr. Eden's statements. It is difficult to believe that the large produce of the districts of this division would be raised so quietly as it is were his description of the system a correct one. So far as my experience goes, I pronounce it incorrect.

17. I can believe that, under the practice of taking leases which now obtains, the planter does not lay the same stress as he formerly did on having written contracts from his ryots. He relies on his zemindaree influence to get his plant sown when the season comes round, and if he has ordinary tact, this influence would be quite sufficient. The same influence exerted by a native zemindar enables him to indemnify himself through his tenantry for many a disbursement incurred, such as payments of fines, marriage fees, &c. It is an influence which is gradually on the wane, and which will be well nigh brought to an end by Act X. of 1859, if the instruments for working this law effectually be made readily available.

18. Many planters urge that they would rather not be landholders, if they had but the means of enforcing the performance by the ryots of their contracts. It will be seen from some of the enclosures of Mr. Cockerell's Report, that the necessity for securing leases of estates at heavy expenditure is alluded to as a grievance. I venture to doubt the sincerity of this allusion. In these days of high market prices for agricultural produce no planter would find it possible to strike a bargain with a ryot for growing indigo who did not offer far better terms than it has been the custom hitherto to offer.

19. Mr. Cockerell takes a juster and more impartial view of the planter's position than Mr. Eden. He is not opposed to the re-enactment of the rescinded Sections of Regulation V. of 1830. Mr. Molony is in favour of a suggestion which was thrown out for discussion, rather than deliberately recommended for adoption, in my report of 1856, viz. the extension of the planter's lien on the land to actual occupancy if necessary. In their petition to the Legislative Council of

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last year, the planters have extracted paragraphs 13, 14, and part of 15 from my letter in question, in support of their statement of grievances, and as indicating the mode in which these should be redressed; but assuredly I did not intend that what had occurred to me as offering a partial remedy to obvious deficiencies in the existing law could be with justice applied off-hand. Such a provision could not indeed safely be applied at all, if plausible grounds offered for doubting generally, as Mr. Eden does, the genuine character of the contract.

20. The penal provisions for breach of contract, under Regulation VII. of 1819, have now been extended to the Presidency Towns by Act XIII. of 1859, for all fraudulent breaches of contract by artificers, workmen, and labourers under advances. The pleas for this extension, as the preamble to the Act states, are the loss and inconvenience which has been sustained by manufacturers, tradesmen, and others, and the insufficiency of remedy by suit in the civil courts for recovery of damages. These are exactly the pleas urged by the planters for an extension of similar provisions to fraudulent breaches of indigo contracts.

21. I am strongly in favour of giving every encouragement within reasonable limits to the manufacturers of indigo, and I am convinced, notwithstanding the strong assertions that have been made to the contrary, that they are by no means the unpopular class represented in Mr. Eden's Report. "It would indeed," as his honour has justly remarked in paragraph 20 of his letter referred to above, "be greatly to be lamented if anything should check indigo cultivation;" and, feeling this, I earnestly hope that the effect of the orders conveyed in that letter may not, by misinterpretation on the part of the district police authorities, be unfavourable to planting enterprise.

From *A. Grote*, Esq., Commissioner of the Nuddea Division, to the Magistrates of Jessore, Moorshedabad, Nuddea, and Baraset (No. 30), dated the 17th May 1858.

Sir,

No. 425, dated 17th July 1856.
No. 672, dated 24th July 1856.
No. 178, dated 15th July 1856.
No. 376, dated 30th June 1856.

REFERRING to your office letter, noted in the margin, in reply to my call, No. 60, of the 11th June 1856, I request the favour of your reporting on any disturbances connected with the sowing of indigo which may have occurred in your district during the two seasons which have since passed.

2. I shall be glad also to have the benefit of any remarks which may occur to you on the annexed extract (paragraph 12 to end) from my report to Government on that occasion, as I am about to draw the attention of Government again to the subject.

From *W. C. Spencer*, Esq., Officiating Magistrate, Moorshedabad, to *A. Grote*, Esq., Commissioner of the Nuddea Division (No. 451), dated the 15th July 1858.

Sir,

WITH reference to your letter, No. 30, dated the 17th May last, I have the honour to report, for your information, that nothing worthy of the name of a disturbance connected with the sowing of indigo has occurred during the two seasons referred to, as I have been fortunate enough to nip in the bud any disputes which seemed likely to occur.

2. With advertence to your 2d paragraph, I beg to submit the following remarks:—No one can, I think, doubt the necessity for legislation on this subject, for, until some law be passed, planters will still continue to take the law into their own hands, and affrays will always be liable to occur in consequence; but it is easier to point out an evil than suggest a remedy. The interests of the planters appear to demand that some summary powers should be vested in them by law; but I would not go so far as to recommend the adoption of the principle of summary occupancy of the land by the planter on his own responsibility. The principle is a new one in legislation on contracts of such a commercial character as

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as those between a planter and a ryot, who probably holds his land on some temporary agreement from some other zemindar, and it is almost an invasion of a zemindar's rights. Two liens on one piece of ground are dangerous privileges to grant. Imagine a zemindar insisting on distraining the indigo crop on the very day that the planter sends to cut it, or imagine contending planters, each holding a lien on the same crop, and the zemindar asserting his at the same time. I only give these as the most obvious instances, but hundreds of others would suggest themselves to a native zemindar, who could either compel or was secure of the co-operation of his ryots.

3. Another objection is, that the power of occupancy in the lands of an outsider is in itself an irritating species of authority to be avoided if possible. Its exercise is very apt to rouse a ryot to resistance, even against his better reason. The very best rules cannot prevent * by the Gomashta of a factory under any summary process, but the powers thus given them will rouse their inventive faculties to the highest point. The proposed clause exceeds in its summary character the laws of distraint and sale; for even under these laws the zemindar can only attach; he cannot take what he demands, and leaves the ryot to recover it; and for my own part, I cannot wish to see the principle of these laws extended in this country, even under European management, if better means can be devised.

*Sic. in orig.

4. Neither do I think that planters themselves as a body demand such a large accession of power. It is often insisted on as necessary, but this is partly owing to their present habit of taking possession of their rights, law or no law. The same demand is made by every one who finds himself cheated right and left. The only difference in this case is, that it is a question of time, a few hours making all the difference in the execution or breach of the contract. I should, nevertheless, prefer to see such contracts generally executed under a compulsory penal enactment than by the arbitrary agency of the other party. There is a general objection to such penalties as that proposed, viz. that it renders one party at least very careless after the contract is signed, and is only a slight incentive to honesty in all cases, whilst in many it is the very reverse, more particularly so in the case of Bengali ryots.

5. I am not sure that the planters would, in practice, thank us for the power given. They would prefer a law which compelled a ryot to work in his own field himself, for khamar cultivation does not pay them. I can very well imagine every ryot in a zemindaree ordered to abstain from sowing on the critical day (the order would involve no great risk). Could the planter on such a sudden notice sow the whole of the lands himself? But if each ryot knew that a month's imprisonment hangs over him, such evasions would be rare. I find, on inquiry, that most planters in this part of the country have only asked for the summary punishment of the ryots, appearing to have been satisfied with the working of Regulation V. of 1830; and I cannot help thinking that a year's experience of a similar penal law would have a better effect on ryots for the future than the granting to the planter of the lien proposed, with this advantage, that the land is left entirely in the ryot's own hands, being merely compelled to fulfil in person his own promise. We should thus know how far the new law is made of use. In the other case we could only hear how far it was abused, and probably not that completely.

6. I do not, however, see any reasonable objection to giving the planter a right of occupancy till the crop be cut by a decree of court, whenever he may think it necessary to apply for such power. A planter has generally some inkling of the plans of his ryots, and in ordinary cases could, by this means, protect himself from loss; but, in order to ensure this more efficiently, why should not a magistrate, pending the decision of a case, be empowered, when an expected inundation or other cause render it advisable, to give the crop to the planter, on cash or other good security being deposited, calculated according to the average value of indigo, if the crop is ready to be cut, or when the crop has only been lately sown, and not ready for cutting, a sufficient sum to ensure it from wilful injury, and in order to protect the planter against the danger of a ryot refusing to fulfil his engagement just at sowing time; a register might be kept at the magistrate's court, and the court of his sub-divisional subordinates, in which to register all indigo contracts between a planter and a ryot, a small fee being taken to defray

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the expense of keeping up the books, &c.; for, though by this the work of the offices would be slightly increased, I feel sure that the results would be beneficial, as in that case the registry would be *primâ facie* evidence of the existence of the contract, and all that would have to be determined would be whether the contract had been fulfilled or not, in which there could not be very much difficulty; and every non-fulfilment of contract should be punished summarily, as recommended above.

7. I have had much other business to perform lately, and the subject itself is one which required some consideration and inquiry; I trust therefore you will excuse the delay which has occurred in replying to your letter.

From *F. R. Cockerell*, Esq., Magistrate of Nuddea, to the Commissioner of the Nuddea Division (No. 246), dated 26 July 1858.

Sir,

I HAVE the honour to report on the subject of your letter, No. 30, of the 17th May last.

2. There have been no disturbances involving any actual breach of the peace regarding indigo sowing during the seasons 1857–58, within this district.

3. The number of cases connected with this subject, instituted in the Foujdaree courts throughout the district during these seasons, has been in the year 1857 29 cases, in the present year 16. Of the former, nine cases were instituted by the zemindar or his local agent, three by the planter, and 17 by the ryot. The prosecution in nearly the whole number fell to the ground, it appearing from the records that in two cases only was it found necessary to take steps to bring the defendants into court, and in those two cases both parties were bound down to keep the peace for short periods in light personal recognizances. It is worthy of notice also that in 14 of the 29 cases the planters were natives, in 15, Europeans.

4. Of the latter (or the 16 cases instituted during the present year), 12 were instituted by the ryots and four by the planters: the prosecution in nine out of the 12, and one out of the four cases, fell to the ground; in one case the ryots were sentenced to fine or imprisonment for instituting a false and vexatious complaint at the instigation of the zemindar; in another case certain ryots of Kishtopore were imprisoned for committing a violent assault on the factory gomashtah when he came to look after the sowings; in a third both parties were bound over to keep the peace; in two other cases the zemindar was convicted of instigating the ryots to oppose the planters, and bound over in personal recognizance to keep the peace; and in the sixth case a factory gomashtah was required to furnish personal security with the same object.

5. Scarcely any accurate conclusion can be arrived at as regards the sufficiency or otherwise of the existing law, as it affects the relations between planter and ryot, from these statistics, for the planter has generally found it necessary to acquire zemindaree rights wherever his indigo manufacturing line of operations extended, and thus again, a power of exacting the fulfilment of their contracts by the ryots who take his advances, which the present state of the law fails to afford him; and throughout this district nearly all the indigo planters are for the most part their own zemindars.

6. On the subject of the remarks extracted from your letter to Government, and forwarded with your letter under acknowledgment, I have, as directed, communicated with those gentlemen engaged in the cultivation of indigo in this district, whose long experience of the working of the present system and chief interest in the subject must necessarily give weight to their opinion on any proposed amelioration of the existing law.

7. Mr. Larmour considers that the best remedy for the present practically unprotected state of the planter, in his dealings with the ryots, who receive his advances for sowing indigo, would be afforded by placing the enforcement of the contract within the jurisdiction of the magistrate's court, as by the provisions of Regulation VII. of 1819 the enforcement of the performance of a contract for any other

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other specific work already lies. "Why," says Mr. Larmour, "should the planter be the only contractor unprotected by the power to institute summary process in the magistrate's court, the only kind of summary process that would prove effective in operation in the case of indigo producing contracts?" He considers that the present mode of redress afforded to the planter through a civil summary suit altogether useless, and a means that, in this district at least, is never resorted to. He further urges the expediency of re-enacting some such legal provisions as, under Section III. Regulation V. of 1830, rendered the instigator to a breach of contract for producing indigo liable to the penalties of fine or imprisonment. A hostile zemindar's power, in the present state of the law, to injure and embarrass the planter with impunity, by instigating his ryots, or indeed compelling them, to evade the performance of their contracts, is, Mr. Larmour considers, perhaps the greatest evil the planter has to contend with. He cites, as an instance, the case of Sham Chunder Pall Chowdhurree, who, coming into possession of the proprietary right of an estate of which he (Mr. Larmour) holds the putnee, failed in his attempt to obtain through the civil courts the annulment of the putnee tenure, actually summoned his ryots of another estate who had been in the habit of receiving Mr. Larmour's advances for producing indigo, and took from them personal recognizances in various amounts, binding them down not to sow a beegah of land for the Bengal Indigo Company.

8. Mr. Savi is of opinion that what is most required is the power to obtain by summary process, in the magistrate's court, a lien upon the land for the sowing of which advances are proved to have been made. He also takes the same view as Mr. Larmour regarding the urgent want of some legal provision that shall render the instigator to a breach of contract criminally responsible. The ryot, he considers, if left to himself, would comparatively rarely evade the performance of his contract, and that it is the arbitrary influence of the hostile zemindar in the majority of cases which makes the ryot who has received advances refractory.

9. Mr. Tissendie also points out the utter inefficacy of the remedy afforded to the planter against the ryot evading his contract through the civil courts, and urges that necessity has compelled the planter frequently to have recourse to arbitrary measures to enforce his rights, the maintenance of which the present state of law is practically insufficient to guarantee; he considers that, to make the law effective in this respect, the evasion of contracts to produce indigo must be treated as a criminal offence.

10. The other gentlemen whom I consulted have replied to my communication in a joint letter, copy of which I annex for your information, as the most forcible and concise expression of their views on this all-important subject.

11. No better argument can be adduced of the insufficiency of the civil courts to afford redress to the planter, against the ryot evading his contract, than the generally asserted fact that recourse is never had to those courts to obtain redress in such cases. The generally expressed opinion is, that summary process in the magistrate's court alone affords a remedy applicable to the circumstances of the case, and the issue which it contains appears to me unanswerable, "Why should the breach of all other contracts for a specific work be treated as a misdemeanor, and the person refusing to cultivate indigo, for the labour expended on which he has received advances, be held amenable to the civil court only?" If theoretically the enforcement of a civil contract by penal enactments be regarded as wrong in principle, the theory, if at all, should be uniformly adopted; the circumstances of the country which rendered it expedient to treat the artizan failing to perform his contract as a misdemeanant, are no less applicable to the refractory cultivator, who pockets the money advanced to him for producing a certain quantity of indigo and subsequently refuses to meet his engagement.

12. I think that the re-enactment of the rescinded sections of Regulation V. of 1830, or the framing a new law, that shall embrace the several suggestions conveyed in the communications of the indigo planters, as above-mentioned, accompanied by such restrictions for the protection of the ryot as Regulation VII. of 1819 contains in regard to other contracts, is much required, and that the introduction of some such measure would have a very salutary effect in all indigo-growing districts. I would give jurisdiction to the magistrate's court to the extent of entertaining all summary suits instituted to enforce the performance by

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the ryot of his contract to produce a certain quantity of indigo, both at the time of sowing the seed and cutting the plant. The magistrate should be empowered to order the land to be sown, or the plant to be delivered, for the benefit of the person making the advances. If the ryot should prove recusant, and elect to undergo the penalty for non-fulfilment of contract, the planter should, I think, be guarded against the loss of his crop by obtaining in such case a lien on the land to the extent of producing thereon the crops for which he is proved to have made advances. Such penalties also should be provided for the offence of instigating a ryot to evade his contract as would serve to secure the person making advances for the cultivation of indigo from the mischievous effects of the ill-will of a zemindar. On the other hand, if the breach of contracts of this nature is to become a criminal offence, these contracts must be of a more specific and definite character than I take to be the prevailing custom at the present time—they must be written, and the conditions specific as regards the amount of cash advance, the quantity of indigo to be produced, and the extent and identity of the land upon which it is to be grown. I would limit the period of contract to three years, and if some inexpensive mode of registration of such contracts could be adopted it would give a more *bonâ fide* character to the transaction. Unless the contract could be shown to be of the specific nature above-mentioned, the suit instituted to enforce the performance of it would be rejected, as, whilst it is doubtless expedient to provide some effective summary process by which the planter may legally enforce the fulfilment of the contract, care must be taken to ascertain that the engagement which the ryot has failed to perform was voluntarily entered into by him, and that its conditions were clearly laid down and understood by the contracting party. The remedy through the civil courts is practically no less insufficient for the protection of the ryot in one sense than for the planter in another. Practically the ryot who has once taken advances for the cultivation of indigo is held to be under a perpetual engagement to produce so much indigo, or it may be an increased quantity from time to time; he has not the option of continuing or abandoning the cultivation of the plant, as he may find most profitable to himself. Whilst therefore it is expedient to afford legal protection, in the only way in which, under the circumstances of the case, it can prove effective to the planter, care must be taken that the ryot is not made criminally liable for the performance of a contract which he did not undertake of his own free will.

13. At Mr. Forlong's request I take this opportunity of forwarding a statement with which he has favoured me, showing the proportion of lands appropriated to the cultivation of indigo and other produce throughout the whole estates of Messrs. Hills and Company in this district.

From *W. Forlong, F. Maclagan, E. Roberts, J. White, J. W. Smith, H. Sibbald,* and *J. Burrell,* Esqrs., to *F. R. Cockerell,* Esq., Magistrate, Zillah Nuddea, dated 30 June 1858.

Dear Sir,

We duly received your letter of the 5th instant, which would have met with more immediate attention from us had not some of us been from home, and in place also of each addressing you separately, we have thought it better to offer our united opinions relative to the important suggestions made by the Commissioner in his letter to the Government of Bengal, No. 94, dated 19th August 1856.

2. We are glad to see that the Commissioner confesses that the law is deficient in the way of affording the planters redress, when the ryot is guilty of a breach of his contract with him to sow the land for which he had duly received an advance. This indeed is the chief grievance of which the planter has to complain in conducting his business; and surely the legislature might arrive at some proper solution of this difficulty by an Act that would fairly protect both the planter and the ryot.

3. We wrote the Commissioner remarks relative to the repeal of Regulation V. of 1830, in as far as it relates to its two most important Sections, II. and III., but

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but we are not aware that these clauses were repealed from any reason save that it was thought unjust to visit the breach of a civil contract with penal consequences; nothing in the working of the Act proved that it had operated oppressively, but on the contrary it is well known that the then Governor General, Lord William Bentinck, looked upon the Act as one of the most beneficial he had passed, and that its operation had proved most satisfactory. The Act, we are aware, was regarded with anything but approval by the home Government; but Lord William, seeing how favourable its practical results were, refused to adopt the opinions of those who, uninformed as to the circumstances which made such an Act necessary, could only prove that in law it was theoretically wrong, and that the breach of the civil contracts between the planter and the ryot could only justify civil proceedings on the part of the former against the latter, and which proceedings, in a country like this, and with such a crop as indigo, left the planter practically without any redress whatever.

4. The Act was repealed we think in 1835, shortly after Lord William Bentinck left India, and since that time the planter has been absolutely without any redress when ryots have been guilty of a breach of their engagements with him, a state of things which has only forced upon the planter an immense expenditure to secure the cession to him of zemindaree rights, so as to leave him not quite so much at the mercy of either the law or ryot. The Commissioner justly observes that redress through the civil courts is subject to so much delay, and in many respects is so inoperative that he doubts whether planters have recourse to the law at all as it now stands; such doubts may indeed in this district be reduced to a certainty, for no planter ever thinks of taking such a step to recover his just due against any ryot.

5. With reference to the suggestions of the Commissioner, that some summary process should be created so as to compel the ryot to act up to his engagement with the planter, we thank him for the same, but unless such redress is to be obtained through a magistrate's court it would be fruitless: in a Moonsiff's Court few planters would think of proceeding against a ryot in the hope of gaining lands of which the ryot was conspiring to deprive him.

To give the planter the right by a summary process, through the magistrate's court, to the occupancy of the land for which he had advanced, for the time being, for his indigo crop, would undoubtedly be beneficial, and an Act which would greatly tend to putting a stop to disputes about indigo cultivation, and also make the ryot much less at the mercy of influential parties opposed to the planter, who so often, for selfish objects of their own, induce the ryots to evade their engagements with the factory. Against such parties also the planter ought to have some summary criminal redress. Any Act would be most incomplete in only punishing the ryot for breach of contract, leaving unscathed the very parties under whose coercion he had acted in so doing. Every planter could offer numerous instances of ryots having been compelled against their will to break their engagements with him; and when such conspiracy to injure can be brought clearly home to any party, the law should enable the magistrate to take up the case as a serious misdemeanor, and punish the same accordingly.

6. We might now make some remarks as to what the Commissioner observes relative to unpopularity of the indigo crop, and we think that we could easily show that, as regards this district at any rate, there has been great exaggeration as to the dislike of the ryot to cultivate indigo. We believe many are under the impression that the planters in Nuddea have almost a monopoly of the lands for indigo cultivation, and that the same acts as a great burden on the population generally, the truth being that not a third of the population of the district is connected with indigo, and we believe that even in the zemindarees held by planters, not above one-fifth or one-sixth portion of the lands are in any instance cultivated for indigo, and generally a much smaller proportion. We may add also that not above five per cent. of the area of the district is at all given up for indigo purposes.

This subject, however, would lead to the present communication extending to too great a length, and we must therefore leave it for some future opportunity.

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ABSTRACT of the Cultivated and Uncultivated Lands, Crops, Population, &c., in the Villages constituting the Neechindipore, Katcheckatta, Hurrah Sonadah and Nundunpore Concerns.

IN the five Concerns there are 32 Factories comprising 467 Villages, of which 304 Villages are held in Putnee Talook or in *izara*.

Total lands attached to the 467 villages -	9,51,775	Beegahs, of which 7,49,618 beegahs are cultivated, and 2,02,157 beegahs uncultivated.
Total dwelling-houses - - - -	50,153	Houses, inhabited by 2,73,542 people, averaging 5½ per house, and in the proportion of 1,22,375 Hindoos to 1,51,167 Mahomedans.
Total lands cultivated for rice - -	5,24,539	Beegahs, of which two-thirds are again available for cold weather crops sown in October, such as linseed, wheat, gram, pepper, surrah, teal, &c., &c., &c.
Lands cultivated by the Ryots for other crop, such as tobacco, sugar-cane, pepper, mulbury, &c., &c.	1,30,789	Beegahs.
Total lands cultivated for indigo - -	94,290	Beegahs, of which 76,215 beegahs are cultivated by ryots, and 18,075 beegahs neezsbad or factory private cultivation.
Total Beegahs - - -	7,49,618	

			Total value, Co.'s Rs.
Estimated value of crops from the above cultivated lands.	5,24,539	Beegahs rice, averaging say 3 maunds per beegah, and present value in the Bazaar 1. 8. per maund - -	23,60,425
Again - - -	3,02,295	Beegahs, or two-thirds of the above rice cultivation in oil seed crops, &c., &c., as above, and averaging about 3 maunds per beegah; estimated present value 2. 4. per maund - - - - - - - -	20,40,491
Again - - -	1,30,789	Beegahs for cold weather crops, averaging 3 maunds, per beegah, and value at present - - - - -	8,82,825
Again - - -	94,290	Beegahs, cultivated for indigo, producing this season 3,000 mds., or 40 mds. per 1,000 beegahs, factory measure, equal to 1,250 beegahs zemindaree measure, present value 220 per md. - - - - -	6,60,000
		Total value of produce from the above lands -	59,43,741

Proportion of the indigo cultivation to the total lands, one anna, nine pie.
Ditto, to the total cultivated lands, two ans.

Proportion also of the indigo cultivation by ryots, not including the factory private land, one anna four pie to the total land.
Ditto, the same to the total cultivated, one anna eight pie.

Population of the Neechindipore Concern		83,699	No. of indigo ryots	8,235	Proportion of value of the indigo produced to the other crops, about two annas.
,,	Katchikatta ,, -	1,06,760	,, ,,	5,741	
,,	Nundunpore ,, -	37,331	,, ,,	1,878	Estimated rent receivable from the above 467 villages, about 6 lacs 60 thousand.
,,	Hurrah ,, -	30,761	,, ,,	2,156	
,,	Sonadah ,, -	12,991	,, ,,	1,047	Proportion of rent on the value of the crops produced, one-ninth.
Total Population - - -		2,73,542	Indigo ryots - -	19,057	The indigo crop only occupies the land for half the year, as, immediately the crop is cut in August, the land is available for a cold weather crop, or is left by the ryots for a crop of indigo seed.

Each representing one house, and showing at 5½ per house, rather more than one-third of the population interested in indigo.

(signed) *W. Forlong.*

From the Honourable *A. Eden*, Joint Magistrate of Baraset, to the Commissioner of the Nuddea Division (No. 500), dated 19 June 1858.

Sir,

IN reply to your letter No. 30, of the 17th ultimo, calling for a report on any disturbances connected with the sowing of indigo which have occurred in my district during the last two seasons, I have the honour to report that during the season of 1857 we had no dispute at all worth recording. There were a few misunderstandings between Mr. Hampton and his ryots, which were all amicably settled.

This year there have been two disputes, I can hardly call them disturbances; the first was the Charghat case, which has been fully reported to you, and regarding which much correspondence has passed between us, and with respect to the rights of which case I believe we entertain very different opinions. It will suffice to say that a dispute arose between Mr. Larmour and his ryots regarding his right as *dur-izaradar* on a short lease to measure the ryots' lands, with a view to increase their jumma.

The

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The question, however, was settled out of court by Mr. Larmour's agreeing not to measure if his ryots would sow indigo for him; both parties agreed, and the ryots took advances from him. After they had done so, Mr. Larmour wished to get released from his part in the agreement, and appealed to you. The ryots evidently thought this unfair, and complained to me. To punish them for complaining, Mr. Larmour's servants committed great oppression, marking all their best lands and levying cesses. A serious affray appeared to be impending. I deputed a darogah to keep the peace. Mr. Larmour considered that this was equivalent to my preventing the ryots from sowing, and complained to you to this effect. You appeared to be of his opinion, and directed me to the effect, "That the darogah is not there to protect the ryots any more than he was there to protect the farmer; the ryots should be told authoritatively that they should fulfil their obligations whatever they may be, and those who fail to do so will take the consequence."

2. I accordingly, in pursuance of your wishes, went to Charghat, and the ryots sowed two beegahs for every plough they possessed, without any disturbance.

3. The next case I reported to you in my letter No. 431, dated 7th June 1858, after investigating it myself in the Mofussil. This case might have led to a serious disturbance. The Baraset Indigo Concern has this year sown very much more than it has ever sown before for years without the slightest disturbance, until after the sowings were properly all over; then, from some unaccountable causes, Mr. Hampton sent his sudder zemindaree amlah to sow the lands in villages with which the factory had had no dealings for years. These amlah collected some 200 ploughs, and ploughed up all the best lands of two villages, rice crop included, and sowed indigo: for the greater portion of these lands no attempt or excuse is made, for some of the lands claimants are brought forward from other villages, but the men do not make the slightest attempt to establish any claim, and three of these false claimants actually complained to me that they had been ordered to claim the lands under threats of a fine of 20 rupees each, and applied for protection from my court, as they did not wish to do so. The other claimants have all run away, and never came near me when I was in the mofussil investigating the case. Mr. Cockburn, the assistant, who in Mr. Hampton's absence acted for him, did not, I am bound to say, attempt to screen the factory people by any false witnesses or claims. He accompanied me over all the lands, and acknowledged that the oppression had been very great.

4. In one village the ryots turned out and drove the factory people off the lands, and beat them slightly, and are charged with having confined two police burkundauzes. This latter fact, however, I do not credit. The burkundauzes were helping the factory as the police always do when deputed to keep the peace, and were in my opinion instigated to make this complaint by the factory amlah. However, I believe that in the crowd they took the burkundauzes off to the village and let them go again, their object being to induce them to give evidence on their side. I instructed the ryots that they might do what they liked with the crop, with the exception of a small piece claimed by a man who says he has advances from the factory, but from the mofussil investigation I am satisfied that this man has nothing whatever to do with the lands. The case is now under investigation. The factory proceedings on this occasion will tend very much to reduce the factory sowings next year.

5. As regards the extract of your letter to Government, forwarded with the letter under reply, I beg to remark that, although in my opinion it is very objectionable that the police and criminal courts should take cognizance of and have jurisdiction in mere mercantile transactions, such as enforcing the fulfilment of contracts to cultivate particular crops, yet the planters would be entitled to ask for a more summary and satisfactory process than they have at present if such a thing as a real *bonâ fide* contract to cultivate indigo existed.

6. From information derived from planters and ryots of every district, regarding which I have had an opportunity of making inquiries, I am perfectly satisfied

that contracts, *i. e.*, engagements voluntarily entered into by both parties for the purpose of mutual benefit, are almost entirely unknown. The manner in which the so-called contracts are made is as follows :—

The blacksmith of each village furnishes the planter with a list of every plough in the village. The owners of the ploughs are then sent for into the factory, and are informed that they will have to sow a certain amount of land, generally two beegahs for each plough. This estimate being made, each man receives 2 rupees per beegah advance, whether willing or not; from this 2 annas are deducted, or in some cases subsequently charged to the ryot's indigo accounts for stamps. The ryot then signs his name on stamped paper, generally blank, and this is called a contract. No particular spot of land is mentioned even where the paper is filled up; it is generally considered preferable by "high planters" that the papers should be kept entirely blank, so that whenever the ryot demurs to obey a factory order, he is brought to submission by a threat of filling up his stamped papers as a heavy promissory note. I have heard this threat made use of more than once myself.

7. The only men who ever go to the factories willingly for advances are those who go openly with the intention of defrauding either the planter or the ryot. These are the middlemen, generally prosperous ryots, who have a number of jotedars under them. When in want of money for a law-suit or any other purpose they go to the planter who gives a large advance, but this man never sows a cottah of indigo himself; he makes all his jotedars sow five cottahs or a begah, and thus produces the requisite quantity of plant, sends it all to the factory in his own name, and takes the price himself, and never pays a farthing to the jotedar who has actually grown the plant. The planter never oppresses these men, as they have too much influence, and they are the only men who really ever make money from the factories, except the amlah. In nearly every village in the indigo-growing portion of this district one pucca house may be seen, the history of its owner will be nearly always found to be such as I have related above. There is another class who come for advances. These are men of notoriously bad character whose sole intention is to get money to defraud the factory. If the planter chooses to give advances to such men, he must run the risk without expecting aid of the police. The Agra Bank, or any other commercial house, might as reasonably demand the assistance of the police to recover money advanced without sufficient security.

8. I should quite agree with the remarks contained in your letter to Government if these contracts were willingly entered into, but as I am perfectly convinced that they are not, I think that the less summary the process to compel their fulfilment the better. If these contracts were willingly made by the ryots, the planter would have little cause to have recourse to any court at all. The whole of the crops in Bengal are grown under advances, yet we never hear of the mahajuns complaining that the ryot won't sow his rice, or jute, or tobacco crop; the reason is, that they sow their crop on what land they like, and sell it at the market price. Ryots have been known to get over 100 rupees per beegah from their tobacco crop this year. The average of an indigo crop is two per beegah, that is 10 bundles, at 5 bundles for the rupee; at the very highest rate known the crop never exceeds 25 bundles, which would give 5 rupees, from which the advance, the price of seed and cultivation are to be deducted, for the price never varies; there is no market price. The mere fact of the way in which the ryots deliver their plant when cut is sufficient to show the spirit in which it is sown. They never take it to the factory themselves. They cut it and send it in, and make no inquiries about it. They are quite indifferent as to what amount has been credited to them. They know that if they have sent enough to pay their advances twice over, care will be taken to leave a balance in the favour of the factory, so that there will be a hold over them for the next year. The planter's sole object is not to recover his advances, but to prevent their recovery. I believe that there is scarcely a ryot in Bengal who would not pay up his advances to-morrow if it would exempt him from future cultivation of indigo.

9. If the planter was to pay a fair price for his plant, and one that would remunerate the ryot, there is no reason why he should be less willing to sow this than

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than any other crop. There is no crop that requires so little care; it requires neither irrigation nor manure.

10. There are other reasons which render the cultivation of indigo so unpopular, viz., that the ryot is constantly sent for to the factory regarding his indigo; if he does not bribe the ameens, his indigo is reported as dirty. Twenty or 30 coolies are then sent to weed it, and the expense is charged to the ryot's account; this is very unsatisfactory for the ryots, but satisfactory for the planter. It increases the ryot's debt, and is another link in his chains.

11. After he has made the so-called contract, the ameens come to mark his land and enter it in the chitta. They of course choose the very best land the man possesses, and generally select one or two plots manured for tobacco, or else close to his house, to prevent which he has to pay the ameen a bribe equal to three or four times the value of the indigo he will grow. Again, although the planter is generally the izaradar also, he never remits the rent of the land which is under cultivation for him, and he insists upon the indigo land being changed every year, so that the same crop may not be sown on the same land twice running. All this annoys and irritates the ryots.

12. If planters want indigo they must make up their minds to pay for it. There is no reason that I can discover why a planter should not take a jumma of each plot of land that he requires. This would settle all disputes at once; the expense would be no more than it is now, as a stamped paper is taken every year from the ryots, but all such pottahs should be registered, and I think for indigo contracts a lower rate of registration fee might be allowed, such as allowing the whole lands of a village to be registered in one paper. The cost would be trifling, and the ryot would not then deny that he had given the land and made a contract, but even then they would frequently have to make contracts under coercion; the planter being also the landlord has the ryots so entirely in his hands. The real cause of the oppression in indigo cultivation arises from this combination. Again, the oppression of the factory servants is beyond description. They are generally selected for their unscrupulous character; very frequently a troublesome educated ryot opposes the factory merely that he may obtain employment by being brought over with an appointment at the factory. He then turns against the ryots whom he first instigated to opposition. Many of them are retired or discharged mooktears employed for their known powers of chicanery and getting up cases, teaching false witnesses, &c. They are all underpaid, and it is an understood thing that they are to collect what they can from the ryots. One of the great causes of complaint of the Charghat ryots to Mr. Larmour was the gross oppression exercised by his naib in collecting illegal cesses from them under the head of *parbunny*. Mr. Larmour refused altogether to entertain such complaints, as it was an established custom; in fact, if the ryots did not pay the servants, the factory would have to do so.

13. In Messrs. Watson's establishment, it used to be, and I believe is still, the custom only to pay servants' wages on the average of the crop; thus, if the indigo crop averaged six bundles per beegah, they received six months' pay; eight bundles, eight months', &c. As the crop rarely exceeds ten bundles, the men scarcely ever receive a year's pay: they of course make the ryots pay the difference. But perhaps the principal cause of disputes regarding sowing, is the total inaccessibility of the planter to the ryot. In the greater number of the factories of Bengal, the ryots can never go and complain to the planter of the oppression of his subordinates. Every complaint comes through the amlah, and the planter is guided entirely by the amlah's report. The planters are in the habit of expatiating of their superior knowledge of the condition and sentiments of the Bengallees from being so constantly in communication with them, but an inquiry would prove that, so far from this being the case, there is no class in India so inaccessible to their own ryots as the planters.

14. In fact, the ryots dare not go to a factory, unless protected by a letter from the magistrate. Ryots frequently come to me and ask for a letter stating their cause of complaint, that they may thus get an interview with the planter. Both in the Charghat case and the Morukpore case alluded to above, before the dispute occurred, some of the principal ryots came in each case, and asked for letters to Messrs. Larmour and Hampton. In the first case, they went to Mulnath, and

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Mr. Larmour would not see them, although they had actually come to offer to sow indigo for him; all he said was, "let the ryots go home;" as some of the ryots afterwards said to me, "if he had only abused us, it would have been something." Mr. Hampton also believed his naib's statement, that the men I sent were turbulent characters, and instead of settling the dispute and sowing his indigo quietly, he was led into the forcible sowing already reported. When I was at Charghat, on the border of Nuddea district, a number of ryots came to me, and asked me to represent their case to the magistrate of Nuddea. On asking them why they did not go into Nuddea, or to Mr. Larmour, they said that they could not speak to Mr. Larmour if they went to him, and that the whole district belonged to him, and they could not get to Nuddea without being stopped and brought back by the factory servants. Of the merits of their cases, I know nothing, as it was no part of my duty to inquire.

15. I think the present laws are ample protection for the present system of cultivation, which deserves no protection. The reason why the planters have not recourse to the civil courts is, that they have no proofs and no written *bonâ fide* contracts. The Baraset concern professes to have advances due for many thousand rupees, but they have no proof whatever in support of their claim. They have no one to blame but themselves that their accounts and settlements have been conducted in such a slovenly way. It appears to me outrageous, that they should look to the police to recover balances which they are unable to substantiate in a court of justice, and it must be remembered that the present balances are all founded on these old arrears and their interest. On the sale of a factory, these advances are not, I imagine, paid for by the new purchaser: he therefore has no claim on them. A very small portion of these balances of old advances are actual money paid by the factory: they arise from the system of making up accounts.

16. The planters in general will, I believe, admit the hardship of the present system as regards the cultivator, and acknowledge that if a remunerative price were paid, the ryots would willingly sow indigo as they do other crops on advance received from the native mahajuns. But they argue that "if we were to pay a higher price, the indigo would not pay, and if we did not give advances, we should have no hold over the ryot, and he would take his plant into the market, and competition would then raise the price to such an extent as would prevent the manufacture of indigo being carried on." This is an evil that would, in my opinion, cure itself, for the planter would not give a pice that would not remunerate him. The rise in price would therefore have a limit. But whether it pays or not, appears to me a matter of secondary consideration. Government cannot be expected to keep up a system of forced cultivation, and a forced market, to make the fortunes of a few hundred Europeans at the expense of millions of natives. The question appears to resolve itself into this: which is of the most importance, that a certain quantity of a particular blue dye should be annually exported, or that a great and daily increasing cause of discontent and misery to the whole agricultural population of Bengal should be removed? That this discontent is increasing, and is the constant topic of conversation amongst every class of natives, cannot be denied by those who have an opportunity of judging of the real feelings of the natives; and I believe that this feeling has been very much enhanced by an idea that the Government is determined to uphold the planter against the ryot; and I think that there is cause to view with considerable alarm, the enactment of any measure which will encourage the belief that the planter will be invested with more summary powers. If there is any difficulty in sowing indigo in this country in a fair, honest, and legal way, it will be surely better that the cultivation of indigo should be left for Africa and other countries, where it can be produced without oppressing the people; there is an ample field for speculators and capitalists to invest their money in other products in this country, which would mutually benefit them and the cultivators.

17. I quite think that some change in the law is requisite, although I doubt whether it should be, under present circumstances, in favour of the planter; at present, as I pointed out in my report of the 17th May 1858, the magistrate is frequently placed in the awkward position of having to carry out the instructions of his executive superior by ignoring the rulings of his judicial superior.

18. In

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18. In the case of deputy magistrate Abdool Luteef, he endeavoured to protect some ryots from having their lands forcibly sown by Mr. Larmour. Mr. Hope was directed to re investigate, and reprimanded Moulvi Abdool Luteef, and punished the ryots. Mr. Hope's decision was approved by Government, but upset, with severe animadversion, by the judge.

19. You directed me, in the Charghat case, "to instruct the ryots authoritatively that they should fulfil their obligations whatever they may be, and those who fail to do so will take the consequences," which consequences, as far as my court was concerned, were nil. My direct interference, therefore, could only be construed into an illegal attempt on the part of the police to assist the planter against the ryot. By the Constructions 385, 661, the Nizamut Adawlut ruled that a planter had no right "to demand the assistance of the police for the purpose of compelling the ryots to fulfil their contracts, and that their only remedy is in the civil court, and that the magistrate cannot interfere in such cases." The only order which a magistrate can give is to depute the police to keep the peace, which may mean anything or nothing. Take, for instance, a case in which a ryot wants to sow his rice on a particular plot of land in which the planter wants to sow indigo; the darogah may keep the peace by letting the planter sow, and keeping the ryots quiet, or letting the ryots sow, and driving away the planter's men, or preventing either party from sowing, and thus virtually attaching the land. Whichever he does, one party is sure to be dissatisfied, and there can be no doubt that the ryot is the only party who really has a claim on the and. He may have contracted, either willingly or under compulsion, to sow a certain quantity of land for the planter, but what land is not specified in the contract; the planter may have selected this particular plot of land after the contract was made, and put his mark upon it, but he has no legal right to do so. Yet if the darogah was to prevent him sowing, he would never hear the end of it.

20. A case under point is now before me. The darogah of Hobrah was deputed by me to keep the peace between Mr. Hampton and the ryots. Mr. Hampton's men came with some 200 ploughs, and ploughed up the rice crop and sowed indigo. The darogah stood and looked on. On my going out and seeing the state of the case, and that these lands belonged to men who had nothing to do with the factory, I reprimanded the darogah for allowing them to be sown. He said, "What could I do?" I was ordered to keep the peace, not to inquire into the right of the factory to sow. I could keep the peace by keeping the ryots quiet, but not by stopping the factory people; they threatened to sue me for every hour's delay in sowing the seed. I suspected they had no right to sow, but had no order to stop them if I thought they were acting illegally. I did not punish him, for I saw what a difficult position he was in, and I am aware that if he had stopped the sowing, the factory people would not have rested till they had ruined him.

21. Mr. Larmour complained to you that I had caused all his ryots to refuse to sow, by saying that it was optional with them to sow or not, as they liked. You appeared to think that I had acted wrongly if I had done so. I never did do this, as I explained to you. But what can be said of a system, the consequence of which is that such an expression should be able to stop the cultivation of a particular crop. I am aware that if I was to express such an opinion to the ryots it would tend to put a stop to the cultivation of indigo. But it would take a great deal of positive force to dissuade them from sowing a cottah less tobacco, jute, or rice, than they intended.

22. An honest determined committee of inquiry would soon show that all I have stated is true, provided that a guarantee was given to the cultivators that measures would be taken to protect them for the future, otherwise they would only injure themselves by stating the truth, and would conceal their real condition through fear of the consequences.

23. You will excuse me if you consider that I have said more than is befitting an officer holding the subordinate office that I do, but I think it is the duty of every man to give his opinion fully on so important a subject, even although it may be opposed to the expressed opinion of his superiors.

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P.S.—Another reason suggests itself to me why the criminal court should neither adjudicate summarily in questions of contracts to sow indigo, nor compel their enforcement.

Even supposing such contracts to be voluntary engagements, their non-fulfilment would not necessarily imply fraud. The ryot might have taken the advance with the distinct intention of sowing the amount of indigo he engaged for, but by oppression of his zemindar, or loss of his cattle or other misfortune, be unable to carry out his intention without the slightest *mala fides*. It would be very unfair that he should be treated as a criminal, and it would become a mere question of adjudication as to what amount of the advance and what interest he should return.

This, I apprehend, would only be decided as a civil suit, and as such objections would in all probability be raised in every case of non-fulfilment of contracts, the magistrate's office would be converted into a civil court to adjust a question of damages.

From *E. C. Molony*, Esq., Magistrate of Jessore, to the Commissioner of the Nuddea Division (No. 424), dated 29 July 1858.

Sir,

In reply to your letter No. 30, dated the 17th of May, calling for a report on the disturbances connected with the sowing of indigo during the past two seasons, I have the honour to forward a statement for the two years ending May 1858, similar to the one I submitted in 1856.

There have been three affrays in which parties were said to have been killed, in one of which only the fact of murder was established satisfactorily. There have been others of a less serious nature.

I have generally found that where there has been systematic and active resistance by combination to the sowing of indigo, it has been excited by some influential party, or by some reasons apart from the general dislike to the cultivation of indigo. This I ascribe to the fact of its being the weak point with the planter, and consequently the one assailed with the best chance of doing injury, and with the least chance of being injured. I would certainly recommend the enactment of a law to allow the planter to enforce the fulfilment of his contract by summary process. If the process of allowing the planter himself to enforce his right to sow, as recommended in the 15th paragraph of your report to Government, is adopted, the abuse of it would require to be guarded against by very strict rules as to the contracts that would be recognized in the court to which the ryot would have the option of appealing. Mr. Beaufort, I recollect, when Joint Magistrate of Pubna, wrote a note on the subject of contracts for indigo, at the request of the Lieutenant Governor. I have not been able to find this note for reference, but I recollect that it contained some valuable suggestions, and it will doubtless exist in your office.

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NUMBER of PETITIONS occasioned by Disputes connected with the Cultivation of INDIGO, from 1856 to 1858.

	Cases under Act IV. of 1840, connected with Indigo.	Trespass in Indigo by cattle.	Forcibly breaking Paddy and sowing Indigo.	Forcibly breaking Indigo and sowing Chauna and Paddy.	Oppression connected with Indigo.	Attempt to assault and plunder connected with Indigo.	Likelihood of committing breach of peace connected with Indigo.	Obstructing the sowing of Indigo.	Breach of Contract.	Forcibly building a house on the Factory.	Absconding without giving charge of papers, &c., connected with Indigo.	Rescittance of Process under Act IV. of 1840, connected with Indigo.	Affray and Riot attended with murder.	REMARKS.
1856:														
Jessore - -	3	4	5	1	16	1	11	–	–	–	–	–	–	
Magoorah -	1	12	3	1	9	2	–	1	*3	–	–	2	–	* These cases are for breach of contract by servants, and not for the sowing of indigo.
Khoolnea -	–	3	1	–	1	–	–	–	–	–	–	–	–	
1857:														
Jessore - -	1	4	3	–	22	12	7	1	–	–	–	–	–	
Magoorah -	22	9	9	1	21	13	2	15	–	1	–	–	1	Established.
Khoolnea -	–	5	1	1	2	–	–	2	–	–	–	–	–	
1858:														
Jessore - -	–	–	3	–	14	1	4	6	–	–	–	1	–	
Magoorah -	2	7	4	3	5	7	1	–	–	–	–	2	–	
Khoolnea -	–	–	1	1	24	1	–	1	–	–	1	–	1	Not established.
Gopalgunge -	–	–	–	–	–	–	–	–	–	–	–	–	1	

Jessore, Magistrate's Office,
29 July 1858.

(signed) *E. C. Molony*,
Magistrate.

— No. 10. —

From Lord *H. U. Browne*, Under Secretary to the Government of Bengal, to *J. Cockburn*, Esq., Deputy Magistrate, attached to the Dacoity Department, Moorshedabad (No. 7243), dated 17 December 1859.

Sir,

THE Lieutenant Governor having been informed that you were for several years employed as an indigo planter in this country, has desired me to request that you will favour him with your opinion, formed from your experience, of the present system of indigo cultivation, giving any information and mentioning any facts illustrative of that system which may be within your knowledge.

From *J. Cockburn*, Esq., Dacoity Deputy Magistrate, in Charge of the Jessore Office, to Lord *H. U. Browne*, Under Secretary to the Government of Bengal, dated 31 December 1859.

My Lord,

I HAVE the honour to acknowledge the receipt of your letter No. 7243, dated the 17th instant (received on the 24th), requesting me to state, for the information of his Honor the Lieutenant Governor, my opinion, formed from experience, of the present system of indigo cultivation, and to mention any facts illustrative of the system which may be within my knowledge.

In reply, I beg to state, that I have ever considered the present system a great mistake, but a mistake which, if any endeavour were made to rectify, would, I think, bring certain ruin on most planters at the time, however well it may thereafter answer.

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My experience has been derived from the system pursued in the district of Baraset, and the Kishnaghur factories bordering on it. I believe there is less of what is called "zooloom" there than anywhere else, for the ryots are proverbially more independent about those parts than in any other part of Bengal.

There are two entirely different systems pursued in "Illaka" and "Bay Illaka" villages, in making advances for the cultivation of indigo plant. In the latter generally it is a matter of choice; in the former it is compulsory. In a "bay illaka" village, or a few villages of the kind entirely surrounded by the planter's "illaka" ones, or if the zemindar were friendly to the planter, of course choice would be out of the question, but a village or villages quite distinct and at some distance from the planter's "illaka," and the zemindar of which favoured his ryots, it would be impossible for the planter to force advances on them, or even if they held former advances (which is often the case), to get them to settle their accounts. The most miserable and destitute of these men are those who come into the factories when in distress and beg for advances, fully resolved, when the time for sowing came, to evade any contract they may make (and in this they would to a certainty be backed up by the zemindar). The planter is fully aware of this, but his great object being to show an increasing cultivation on the books of the factory, thereby increasing its value, he makes the advance trusting to his luck at some future time to prove in the courts that his advance was taken voluntarily, and the contract entered into unfulfilled; and if an order can be procured from the magistrate of the district to compel the ryot to sow, or a darogah is sent out to prevent a breach of the peace while the planter is sowing his own lands (which is much the same thing), why, the lands of the ryots who took advances are not only sown, but adjoining lands belonging to other "bay illaka" ryots, who have never had advances, are at the same time finished off, the darogah being present the whole time and ready to report that no "zooloom" was committed in his presence! These ryots, whose lands have thus been forcibly sown, seeing they have no help for it, come in afterwards and take the usual advance of two rupees per beegah, thinking it just as well to get something for their lands at once, for they know full well that if they waited till the time of cutting and manufacturing it is very little plant they would be credited with. This is the way cultivation originates generally in bay illaka villages.

There is another way also, which is this, and is common about the large concerns in Kishnaghur and Jessore.

If a few "bay illaka" ryots with small and unprofitable jummas can be persuaded to sell them to the planter, he will pay them ten times the value of the jumma, as his object is only to get a footing at first in the village. As soon as he is in possession, he will sow the lands (which are intermixed with those of the other ryots) with indigo. This plant will be most carefully watched by his servants, four times as many servants being often allowed for the protection of these lands than would be allowed for the same amount of land in any other part of the concern, the object being to seize all cattle that may be found trespassing on or near the lands, and bring them into the factory; this will necessarily bring in the owners of the cattle, who are willing enough to pay any fine the planter may impose for damage done his plant, but this is not what he (planter) wants. The cattle are not released till the ryots, knowing full well what is required, at last agree to sow a few beegahs of indigo, but without taking advances: this is agreed to, and the cattle released (or perhaps they may be confined till the lands are sown). This being done, they are for the future factory ryots, for at the end of the year, whatever the produce of the lands may be, still the ryots will find that they owe the factory something upon which an account is at once opened, and they and their successors booked for ever. It does not require a particularly sharp mohurir to manufacture such an account.

In an "illaka" village it is quite a different thing: the method there adopted is summary and refreshing.

Immediately a planter gets the izara of a village, his principal object is to ascertain how many ploughs it contains (two beegahs to a plough being the lowest allowance). Of course, if he sent his servants from house to house to ascertain how many ploughs each ryot possessed, his returns would be decidedly erroneous and much below the correct number, for the ploughs would be concealed at the bottoms of tanks, or sent away to some adjacent "bay illaka" village, or disposed of in some other way till the inquiry ceased; then at the time of ploughing and sowing, when they would be reproduced, a few annas judiciously

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judiciously applied would blind the factory servants more effectually. The planter, knowing this, adopts a certain and satisfactory means of obtaining the information he requires by at once seizing and bringing into the factory the village blacksmith. He of course has had the making and repairing of every ploughshare in the village, is paid annually a certain sum by each ryot (in money or grain) for every plough in use throughout the year, and can tell exactly how many each man has.

Another person sent in for at the same time is the village barber, but this is merely to bind him down to report the marriages which occur in the village, as on the marriage of a girl the izzadar gets a nuzzer, called "Bâtee Salamee," of three rupees, and on that of a boy one rupee; however, this has nothing to do with the cultivation of indigo plant, and is exacted by all zemindars.

The information relative to the ploughs being obtained, the ryots are sent in for an advance of two rupees per beegah, at the rate of at least two beegahs (and sometimes six beegahs) per plough is made them; their signature (if they can write, if not they simply touch the pen) is taken to a blank stamp paper, the value of which (two or four annas, as the case may be) is added to the amount advanced (I mean to their account). The ameens and kalashees then go to the fields, and put the factory mark on the best lands (unless bribed), which may have been reserved and manured for months for the cultivation of a remunerative crop, and certainly not indigo, which cannot pay, as I shall show.

The ryot gets a nominal advance of two rupees per beegah. I say nominal, because, after he has made the usual present to the amlah, &c., there is very little of the two rupees left; but say he gets his two rupees, at the end of a good season his account per beegah would stand so:—

A beegah of the very best plant, 20 bundles, at five bundles for the rupee			*Rs. a. p.* 4 – –
Deduct expenses incurred by ryot in cultivating that same beegah—	*Rs.*	*a.*	*p.*	
Stamp paper	–	2	–	
1. Seed	–	10	–	
2. Five ploughs	–	10	–	
3. Sowing charges	–	3	–	
Weeding ditto	–	6	–	
4. Cutting ditto	–	4	–	
5. Rent of land	1	–	–	
				3 3 –
6. Balance in favour of Ryot				– 13 –

1. Whatever the price of seed may be, the ryot is always charged at the rate of 10 annas per beegah.

2. Lands that have grown a previous crop, and are consequently partially broken up, require to be ploughed at least five times before being sown. Ploughs are generally hired at the rate of eight for the rupee.

3. This is the cost of one plough required at the time of sowing, previous to the seed being thrown into the ground, as also the cost of a bashee or bamboo ladder, which is drawn over the land by bullocks after it has been sown, and the cost of the hire of which is one anna.

4. It requires three labourers to cut a beegah of good plant in one day; this (if the ryot is unwilling to do it himself) is accomplished by the factory coolies, who are paid at the rate of 2. 8. a month each.

5. This is supposing the rent of the land to be 1. 8. per annum. The first six months of the Bengalee year (that is, from Bysack to Assin) are supposed to yield the most profitable crop to the ryot (this is the season for indigo), and the zemindar invariably receives two thirds of the annual rent for that period. If a ryot rented a beegah of land, the rent of which was 1. 8. per annum for only the latter six months of the year, he would pay the zemindar only eight annas, the crops raised in those six months being considered far less valuable than those capable of being raised in the previous six months.

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6. It must not, however, be supposed for a moment that the ryot receives these 13 annas! Having been paid four rupees for his plant, the amlah are entitled to two annas on each rupee, which reduces his profits to five annas, and from this he has still to fee the ameen, kalashee, &c.

The amount of the original advance is never deducted from the value of the plant, if by so doing it releases the ryot from his liability to the factory, but the value of plant is paid him in full, and the original advance still stands against him on the factory books.

Every planter, on the above account being shown him, would select some different item to object to. One would say I never charge a pice for weeding, because I never have it done. I grant some lands, especially about Kishnaghur, do not require weeding, the land is so favourable to the growth of indigo that, in spite of grass, &c., it grows luxuriantly; but if they deduct the amount stated by me (six annas), they should be asked to state what the ryot is charged for the carriage of indigo plant to the vats. This is paid by some factories, but in many the ryot has to pay for the conveyance of his plant. Again, on those lands where weeding is not necessary, the ryot loses quite as much or more than would have been debited him for weeding expenses, from the loss sustained in rent; for lands on which weeds and grass are not found must have undergone great cultivation, are superior lands, and rented accordingly.

I may here add, that in factories not situated on rivers or lakes, and to the vats of which plant cannot be conveyed but by carts and bullocks, the ryots are even greater sufferers than where water-carriage is available, for this reason, that during the manufacturing season mofussil roads (where there are such things) are in a fearful condition, and the damage done their carts and bullocks is very considerable. They are paid at the rate of five rupees per 100 bundles; and when one comes to think that a cart cannot possibly bring in more than four bundles at a time, which, by factory measurement come to two or two-and-a-half bundles, and that a bullock never brings in more than three-fourths of a bundle at a time, and that perhaps the plant is being brought in from lands two or three miles distant from the vats, and from which more than two loads cannot possibly be brought in in a day, profit is a thing not even to be hinted at.

Another planter will say that a beegah of good plant will yield from 25 to 30 bundles; but they would find it difficult to show by their books that a ryot was ever credited with that amount of bundles to the beegah. During the whole period of my experience I never saw a beegah yield above 20 bundles, and that very seldom.

An average of 10 bundles to the beegah is thought a first-rate season; the general average in most good concerns is eight bundles.

When plant is sufficiently high to calculate the probable amount of bundles each beegah will cut, an average statement, called a coot, is made, in which the lands are divided into first, second, third, and fourth quality.

The coot of a thousand (1,000) beegahs of good plant would stand so:—

"Coot" of 1,000 Beegahs of good Plant.

	Beegahs.
First quality lands, which are expected to yield 20 bundles per beegah	250
Second quality lands, which are expected to yield 12 bundles per beegah	300
Third quality lands, which are expected to yield seven bundles per beegah	250
Fourth quality lands, which are expected to yield three bundles per beegah	50
TOTAL - - Beegahs	850

The other 150 beegahs would have nothing fit to calculate, and would be entered as looksan, or lose.

I should mention, however, that the books of my own late factories would show a ryot who held an advance of 10 beegahs credited with 400 bundles in one season! But then that ryot was also the gomashta of the factory, and cut every other ryot a few bundles, which he added to his own account. The gomashtas and

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and their relatives (if ryots) make of course a profit. No ryot, I am certain (by honest means), yet made a profit by cultivating indigo under the present system.

Some planter may, to confound me and confute the above statement, request Government to depute one of their servants to the concern nearest Calcutta, viz., Baraset. Here it is true that in nearly every village he will show a *pucka* upper-roomed house, surrounded with "golas," and every other sign of affluence, belonging to the headman of the village, and that same headman will allow that he made all his wealth by the cultivation of indigo; but then the question is, how? His word must be taken for it; he has no books or accounts to support his statement beyond those of the factory, which are so much waste paper, so far as the actual truth is concerned. Call on any mohurir of any factory to swear to the truth of any such account written by him, and he is certain to raise an objection.

The way these headmen have made their money is this: they hold an extensive jumma in the village, which they let out in small portions to the poorer ryots, who consequently become their "jotedars."

At the time the advances are being made at the factory, this headman goes in and says, "I will get you sown 100 beegahs in my village;" such and such a ryot will sow so much, another so much, and so on. The advances are written off in the names of those ryots, and the headman receives the money! When he gets back to his village he sends in for his "jotedars," informs them that each man is to sow a certain quantity of indigo for him, and perhaps, if in a particularly generous mood, he lets one off an old debt of a few seers of paddy (for he is their mahajun also), or gives another eight annas, and so on. The lands are sown, and the plant when cut and taken into the factory is accompanied by the headman, who dictates to the "Amdmee nobeesh" (or mohurir, who writes the plant account) what number of bundles he is to credit each man with, and what number himself (headman). This is the only way in which the cultivation of indigo pays the ryot.

The most convincing proof that indigo honestly cultivated is an unprofitable crop, and that the expenditure is by no means covered by the returns, is evident from the fact that most concerns have altogether discontinued or considerably reduced their neezabad sowings. I mean the neezabad that requires actual cultivation, not churs!

Where it is still carried on, the cost per beegah (exclusive of ground rent and price of seed) is never under *Rs.* 3. 4., *vide* margin.

	Rs.	a.
First "Copanee"	1	4
Second ditto	–	10
Four ploughs	–	8
Sowing expenses	–	3
Weeding - -	–	6
Cutting - -	–	4

I have put weeding down at six annas per beegah here, as also in a former part of this letter; but I don't mean to say that is what it really costs. It depends on the description of land, and may cost labour equivalent to two rupees per beegah; but six annas is the average of what a ryot generally gets to procure extra hands, and get his lands cleared rapidly; his own labour is in no case considered.

The books of some factories may show a profitable neez account, in fact they generally do, but they are never to be depended upon, the object of the amlah being to show that this cultivation pays, for this reason that, in consequence, a deal of money passes through their hands, the dishonest expenditure of which cannot easily be perceived; they consequently screw the ryots, and add a few of their bundles to the neez account, showing thereby each beegah to have cut some extraordinary number of bundles. Besides, neez bundles are measured fairly, that is, the measuring chain is put over the middle of the plant, whereas ryotty plant is invariably measured with the stocks protruding on each side of the bundle, the soft or leaf part of the plant being in the centre, over which the chain being passed with the whole strength of one of the strongest of the factory servants, the leaves and soft branches are compressed, and what with fair measurement would be two bundles, or a bundle-and-a-half, or perhaps more, is put down at one bundle!

I believe, however, I have far exceeded the limits it was intended that I should have confined myself to. I beg to apologise for having done so, but cannot conclude without saying this, that the ryots of a European indigo planter are far better situated than those of a native zemindar who works his own factories. These latter never receive a pice of advances, are never paid either the value of their plant or the amount expended in conveying it to the factory. The only expense to the zemindar is the price of seed (and a few of them keep a manager, whom of course they must pay); beyond this, and the cost of packing and conveying

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veying to Calcutta, I do not believe they expend a single pice! This I have witnessed with my own eyes, for I was surrounded by native factories, and saw for years the system they were carried on under.

Again, most European planters listen to the complaints of their ryots; and if they don't afford them redress, still the Bengal ryot is generally quite satisfied if he can only get at his "moneeb," and relate his grievances in his loudest voice. He can then go back to his village and brag about the friendly way he was treated, and this no doubt keeps the lower factory servants somewhat in check. But it is next to impossible for the ryot of a native zemindar to get to him. In the first place, he generally resides miles away, or in quite a different district from his factories, and an ordinary ryot cannot afford the time the journey there and back would occupy; besides, no ryot would attempt to face his zemindar without a rupee in his hand as a nuzzur. If he was fool enough to present himself without this necessary article, the result would undoubtedly be a shoe-beating and a summary ejection; in fact, it would be next to impossible for him to get to his zemindar without previously feeing the amlah, and showing them that he had the necessary nuzzur about him. And most ryots cannot afford this expensive style of visiting.

Whatever acts may be passed for the protection of the Bengal ryot will only affect the most blameless of planters, and those in whose concerns there is the least "zooloom." I allude to those planters who have no zemindary, &c., and who are consequently obliged to be more just and conceding in their dealings with their ryots. Those, on the contrary, who have zemindary, &c., will laugh at any laws that may aim at a reform in the present system; not that they would openly resist them, but that the law could never be brought to bear upon them, for this simple reason, that no ryot of theirs would dare to put himself under its protection, while his jumma, and in fact all he possessed in this world, were in the hands of the planter.

— No. 11. —

PETITION of *Sreemunt Holdar* and others, inhabitants of Collinga, Thannah Haudrah, Zillah Nuddea, to the Honourable the Lieutenant Governor of Bengal; dated 12 August 1859.

Most humbly showeth,

THAT your Honor's petitioners most humbly beg leave to present to your Honor that Eshure Chunder Mitter, Gomashta of Mr. William White, son of John White, of Bansbarria Indigo Factory, accompanied with thirty or thirty-two lattials, shurkeewallahs, together with hackeries, attacked their houses on 26th April, and plundered the ornaments of gold and silver, including the plates made of brass and bell metal, and in cash, as also the paddy, mustard seed, linseed, gram, wheat, cows and calves, &c., and drove the owners (your petitioners), together with their families.

Your Honor's petitioners, after having informed this catastrophe at Thannah, laid their complaint before the magistrate. The magistrate referred this suit to Mr. Howell, the deputy magistrate, who, after taking their respective complaints and witnesses, summoned the defendants by summon, and went to make a personal and local inquiry. After the local inquiry, he told both the plaintiffs and defendants to decide the dispute or complaint by arbitrators. Both the plaintiffs and defendants consented to it, and the case is not yet decided by the arbitrators.

The servants of the indigo planter has driven your Honor's petitioners from their houses, and has plundered their estates, amounted to six or seven thousand rupees; and the suit that was instituted for these is still pending on. It has costed your Honor's petitioners many rupees for the brick-built houses; they have their paternal jammy lands and trades; they have to get upwards of twenty or twenty-five thousand rupees from their debtors, and how they can leave these estates and retire to a different place?

Owing to their misfortunes, the Criminal Judges have not ever attempted to check the agressions of the indigo planter, who is oppressing the ryots of Gobindpore, and has undone the Biswas family of Poragatcha.

It is not unknown to any one that the indigo planters are rich, violent, and cruel men.

Your

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Your Honor's most humble petitioners most humbly pray that an order from your Honor should be issued to the Sessions Judge or the Commissioner of Circuit, or even at least to Baboo Dwarkanauth Dey, the Deputy Magistrate, to investigate the case, and thereby the oppressions of Mr. White would be discovered, and by means of which your petitioners would be able to recover their losses, and to go back to their respective houses.

And your petitioners, as in duty bound, shall ever pray.

PETITION of *Okhil Chunder Biswas*, Inhabitant of Dariapore, Thannah Meherpore, Zillah Nuddea, to the Honourable the Lieutenant Governor of Bengal; dated 12 August 1859.

Most humbly showeth,

THAT your Honor's petitioner was a servant of Mr. William White, son of John White, of Bansbarria Indigo Factory; in his ordering your Honor's petitioner to oppress the ryots, both of his and others, your Honor's petitioner refused to do it; consequently, Mr. White, being much irritated, discharged him from his situation; after that, on the 21st April, he deputed one Omesh Chunder Ghose, inhabitant of Kistopore, with seven or eight men (shurkeewallahs), who having arrested your Honor's petitioner from the village of Joypoor, and carried him away, your Honor's petitioner's nephew, Beepin Behary Biswas, in order to release your Honor's petitioner from their hands, laid complaint before the magistrate on the 28th April; proofs were called upon from him, and referred the case to the Deputy Magistrate, Mr. Howell, who, after taking proofs, sent perwannah to the local police, with orders to release your Honor's petitioner; on this the mooktear of Mr. White sent the information to Mr. William White, who, and his servant, Omeshchunder Mookerjee, after consulting themselves, brought ten or twelve shurkeewallahs, who in the night time having apprehended your Honor's petitioner, carried him away within the limits of Mr. White's talooks, farms, and putnee estate, from village to village, giving nothing to eat but paddy. In this miserable state, on the night of the 28th May, being rainy, he made his escape and applied before the magistrate, and on his laying the complaint, he referred the suit to Mr. Howell, the Deputy Magistrate, who took his deposition on the 30th May and issued subpœnas on the witnesses, namely, his four witnesses, who, having appeared, gave their depositions. Of the remaining witnesses, your Honor's petitioner repeatedly petitioned to the deputy magistrate that they should be summoned by the darogah of the thannah, and also he verbally applied for the same repeatedly; but that officer, instead of hearing his proposal, now and then advised him for the sake of Mr. White to withdraw the case by a compromise. It is to be lamented that Mr. Howell advises your Honor's petitioner for compromise. Mr. Howell always dines with Mr. White, of Bansbarria factory, and writes letters to him frequently, and on his not trying the cases impartially, belonging to this factory, the oppression of that gentleman having been increased gradually, plundered at once three or four villages, and have ruined the innocent ryots of the village.

As your Honor's petitioner is a poor ryot, and the indigo factors are powerful and rich men and riotous, he therefore most humbly prays that his case be referred to the Deputy Magistrate, Dwarkanauth Dey, or to the Sessions Judge, or to the Commissioner of Circuit, for reinvestigation and trial, that the officers may summon his remaining witnesses through the police darogah, and to take their depositions by him, by means of which the defendants would be punished, and the amount of the loss of your petitioner might be recovered.

And your petitioners, as in duty bound, shall ever pray.

PETITION of *Ramcoomar Biswas* and others, Inhabitants of Gobindpore, Thannah Hanshkhally, Zillah Nuddea, to the Honourable the Lieutenant Governor of Bengal, dated 12 August 1859.

Most humbly showeth,

THAT your Honor's poor petitioners most humbly beg leave to represent their miserable situations before your Honor's awful presence.

That owing to the various kinds of oppressions made upon them by the indigo factors of this district, which if at full length are stated will be a very long

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representation, therefore it is briefly stated as follows, for your Honor's favourable consideration and orders, that they may be able to inhabit in this country retaining their respects.

That the son of Mr. John White, Mr. William White, of Bansbarria Indigo Factory, and Mr. Hampton, the manager of Hanskhally Indigo Factory, the latter having arrived in this country after having ruined the ryots belonging to the Patkabarria and Hobrah, &c., indigo factories.

Now having engaged to Mr. White, he began to oppress your Honor's petitioners and others.

Messrs. J. and W. White having taken from the zemindars and talookdars their estates in farm and putnee in an enhanced annual jumma and value; some of the zemindars have given the same by their own will, but who have not at first consented to give their estate to them. They, by means of instituting groundless suits against them in the courts, and made them to expend much money, and having shown fears of different kinds, forcibly took possession of their estate; afterwards on demanding the excess rents from the ryots (your poor petitioners), not consenting to the same, and refusing to pay the enhanced rent, and not taking the advances of indigo plants, their houses are plundered, their cattle, &c., are forcibly carried off, and annoying them by not allowing them to cultivate the lands, keep them in confinement in the indigo cake godown, and are in the habit of taking their lives.

On their prosecuting for the same to the magistrate of the zillah, who at first does not ascertain whether the prosecutors' friends, who are in confinement in the factory, are still living or dead, but calling for proofs of his complaint.

Your Honor's poor petitioners being ryots, and the defendants indigo factors, rich and wealthy persons, who having held in farms and taking putnee of all the estates, every person resided therein are dependents and obedients to the factory gentlemen, they do not come to give the evidence in the court for the fear of the factory gentlemen. Should any one dare to come before the court for the purpose of giving his testimonies, the said gentlemen punish and ruin them in the manner above described, consequently it is impossible to produce any witnesses in court to prove the grievances. Now, the aforesaid gentlemen and Shomenauth Gangolee, the gomashta of Hanskhally indigo factory, having entered to advance your Honor's petitioners by force, they refused to take the same. Being exceedingly irritated, and with a view of plundering their houses and properties sent some lattials and shurkeewallahs in their service, and carried off by plundering their cattle, and both paddy for their supporting and seed paddy for sowing; consequently, for want of paddy and cattle, they could not cultivate their lands for a year: their families are dying for want of sustenance; and that one Seetul Turufdar, an inhabitant of the village of Gobindpore, was carried off forcibly on the 9th Assin last, whether murdered or kept in prison is uncertain. For the release of that individual your Honor's petitioners have repeatedly reported to the police and petitioned to the magistrate; the police officers being satisfied with the pecuniary remuneration from the factory gentlemen, do not adopt necessary measures for the release of the man, and the zillah criminal authorities, unfortunately, do not pay any attention to the complaint; and, secondly, with the persuasion of ruining your Honor's petitioners, the factory gentlemen falsely instituted suits for balance of rents either in self or *benamee*, but Mr. C. S. Belli, late Collector of this district, being an upright and impartial judge, your petitioners have obtained redresses from those complaints.

Your Honor's petitioners being exceedingly distressed for supplying the costs of the aforesaid suits, they could not support themselves and their families with ease for the present, and it is impossible for them to gain the suits which are instituted against them by the wealthy indigo merchant.

Your Honor's petitioners most humbly beg to solicit, that in order to prevent the oppressions of the aforesaid indigo merchant (who, exclusive of his ruining the village of Gobindpore, has also ruined the haldars of the village of Collinga, and the Biswas family of Poragatcha), an order may be issued upon the Sessions Judge of this district, or the Commissioner of the division, to relieve the aforesaid Seetul Turufdar from the confinement of Mr. White's prison, and adopt such a measure that your Honor's petitioners are enabled to retain their respective abodes.

And your petitioners, as in duty bound, shall ever pray.

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PETITION of *Ram Gopaul Biswas* and others, Inhabitants of Poragatcha, Thannah Hanshkhally, Zilla Nuddea, to the Honourable the Lieutenant Governor of Bengal, dated 12 August 1859.

Most humbly showeth,

THAT your Honor's petitioners most humbly beg leave to represent to your Honor the oppression which William White, son of John White, of Bansbarria Indigo Factory, has exercised, and which he is now exercising, will be discovered as related below.

At the time of Mr. Patrick Smith, the shareholder and manager of the factory of Bansbarria, the uncle of mine (Ramgopaul Biswas), named Joynarian Biswas, was Dewan of that station for many years. A misunderstanding arose between William White and Patrick Smith; the latter left his situation and went to a different place. After his departure, Mr. William White told your Honor's petitioner's uncle "that you possess great estates, and therefore give me those things," but on the refusal of your Honor's petitioner's uncle, he bought some paddy from him.

Not long after this, Mr. William White dismissed your Honor's petitioner's uncle from his situation, and began to dispossess Joynarain and his nephew Gopaul Biswas of their jammy and rent-free lands, gardens, &c., and, for the purpose of driving them from the village, he collected 400 or 500 lattials, shurkeewallahs. To get rid of this impending danger, they petitioned before the magistrate on the 26th and 27th April and proved the same, yet the magistrate, out of his attachment to Mr. White, dismissed the case.

On the 26th April, the lattials of the above-mentioned indigo planter plundered your Honor's petitioner's relations, Umbica Churn's, Ukhoy Churn Biswas' and Nobin Chunder Sircar's houses. On their laying complaint before the magistrate, who appointed naib darogah of Handrah, to make a personal and local inquiry.

During the staying of the police officer, he cultivates the soil by his own hired men, and enjoys the production of the soil, as also the fruits of the mangoe and jack trees, and the fishes of the pond.

To remedy this calamity, your Honor's petitioner, Ram Churn Biswas, presented a petition to the magistrate, on the 23d June, relating the whole affairs; the magistrate, out of his attachment to Mr. White, did not do anything to prevent the oppression.

The above-mentioned indigo planter has deprived your Honor's petitioner's estate upwards of 1,00,000 rupees, an oppression unexampled in the British Government.

In the village, your Honor's petitioners escaped for some time from the assaults of Mr. White's lattials. Your Honor's petitioner, Umbica Churn Biswas, then petitioned on the 9th, 10th, 25th and 28th May, and removed his families and of some his estates into Goarry.

The above-mentioned causes enraged Mr. White, who plundered their paddy, and dispossessed them of their trade, amounting to 80,000 or 90,000 rupees, and even without letting them to enjoy the fruits of the mango and jack trees, &c., the fishes of the pond, or letting them to cultivate their own land. Mr. William White has dispossessed them the greater part of the estates what their forefathers did by their labour, and has driven them off from the abodes of their ancestors; the petitioners do not dare to go to their mother village, for fear of losing their lives.

The petitioners therefore humbly beg to entreat your favour of ascertaining the fact from the native gentlemen of the villages, and to refer their grievances for trial either to the Session Judge of the district, or to the Commissioner of Circuit, and thereby the oppression done will be fully discovered, and the perpetrators of it will be punished, and also they solicit that an order for the realization of the amount of properties so plundered, and to replace them to the abodes of their forefathers.

And your petitioners, as in duty bound, shall ever pray.

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PETITION of *Umbica Churn Biswas*, and others, Inhabitants of Poragatcha, Thannah Hanshkally, Zillah Nuddea, to the Honourable the Lieutenant Governor of Bengal, dated 12 August 1859.

Most humbly showeth,

THAT your Honor's petitioners most humbly beg leave to represent to your Honor that Umbica Churn was in the situation of Judge Ameen, and Ukhove Chunder was mohurrir in the employment of Mr. John White, of Bansburria Indigo Factory. Mr. William White, son of the said Mr. John White, ordered your petitioners to offer violence and oppress the ryots of Gobindpore, and to ruin their houses, but on your Honor's petitioners expressing utmost dissatisfaction, he dismissed them from their respective situations. Enraged at this conduct, Mr. William White afterwards ordered Holodhur Ghose to plunder your Honor's petitioner's houses. Holodhur Ghose, accompanied with 30 or 32 lattials, shurkeewallahs and hackeries, attacked the houses on the 26th April, about 4 o'clock A.M., committed as a dacoity, and plundered the ornaments of gold and silver, including the plates made of brass and bell-metal, and in cash, as also paddy, mustard seed, linseed, gram, wheat, and also cows and calves, &c. Your petitioners' houses are about six or eight miles from the thannah, and all the lands between Poragatcha and Hanshkhally are Mr. White's. Apprehensive of falling into the hands of Mr. White's lattials, your Honor's humble petitioners, instead of going to inform the police officer of Hanshkhally, laid their complaint (according to the practice) before the magistrate, on the 28th instant. The magistrate, according to your Honor's petitioner's (Umbica Churn's) petition, ordered the naib darogah of Handrah to make a personal and local inquiry of the fact, and referred the three cases to Dwarkanauth Dey, the deputy magistrate, who, after hearing their statements, the depositions of their witnesses, and the report of the naib darogah, considering the three cases being of a similar nature, ordered, on the 30th July, that Holodhur Ghose should be imprisoned for three months, and to pay a fine of 50 rupees in lieu of labour; the other defendants shared the same punishment, except 30 rupees in lieu of labour. The deputy magistrate has also recorded in his opinion that all the defendants jointly should have to pay (according to Act XVI. of 1850) the plaintiffs the value of the properties lost. The magistrate, in reversing the proceedings of the deputy magistrate, recorded his own opinion that the plaintiffs (your Honor's petitioners) were formerly servants of Mr. White's, and on their being dismissed they removed their properties to some distance, and at the time of removing the properties, some grain, &c., have fallen on the yard, and in the houses, which proved somewhat like plundering; the magistrate also stated that the plaintiffs not having laid their complaint at Thannah, and of their complaining three days after the occurrence to the magistrate, of their acting themselves as witnesses at their respective suits, that at midnight the occurrence said to have taken place as a dacoity of accusing Mr. White for the plunder, and of driving his ryots from their ancestral abode, are unworthy of credit. Sure, there is no rule for the appeal of the Fouzdary suit after its dismissal.

The manners with which the indigo planters oppressed them are beyond the idea of any man in the British Government. The magistrate, without minding their petitions, or looking at the report of the naib darogah, the order of the deputy magistrate as appeared in his own mind contrary to the circumstances alluded to in the record of the cases.

1st. That it is rather beyond probability of your Honor's petitioners flying from the debt of Mr. White's, because if they fall in debt their masters often make settlements for its recovery with them, as often happens in this country, rather than leaving their brick-built houses and the abodes of their forefathers. If they owe anything to Mr. White he can complain against their name according to the laws of the country, and can obtain it by decree rather than plundering the houses.

The plundering, though proved by the depositions of the witnesses, by the report of the naib darogah and by the proceedings of the deputy magistrate, yet the magistrate having acted upon supposition dismissed this serious case, by which the defendants set at large.

2d. Of the magistrate's recording in his opinion that the plaintiffs have not made their statements at Thannah, but they have already stated that the lands between

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between their house and thannah Hanshkhally are Mr. White's, while the magistrate's court is six miles, and they have made their statements at thannah Kotawally on the 27th, and laid their complaint before the magistrate on the 28th April, and in consequence of this dilatoriness, the magistrate on a firm belief dismissed the case, having set at large these men of notorious bad character, on the part of the gentlemen of the indigo planter, has given this order for the purpose of ruining your Honor's petitioners who now claim justice from you, otherwise there is no hope for them.

3d. Under the circumstances which is not alluded to in the record of the case or anything apparent in the statements of the defendants.

The magistrate having relied upon his own consideration disbelieved the report of the naib darogah, and the proceedings of the deputy magistrate, has released the defendants, who were people of Mr. White's, and has discontinued the allowing of the damages done to your Honor's petitioners; besides these they have sufficient proofs of the truthness of the offence having been perpetrated, and which has been reported frequently by Mofussil police. If there arose any doubt, the spot was not far from the station; on a personal inquiry it would have been convinced that the fact was really perpetrated.

It is rather very strange that such a serious case was at once unfortunately dismissed by the magistrate. It is most favourable to the above-mentioned indigo planter, that all the ryots of the three villages, viz., Poragatcha, Cellinga, Gobindpore, having been entirely oppressed and excluded from their respective houses, and were dispossessed from their respective gardens by Holodhur Ghose, the new Gomashta of the factory, who was solely appointed by Mr. White for the purpose, yet the magistrate has done nothing to check it.

All the ryots from time to time have frequently made applications to the magistrate for its remedy, on which it was proper for him to make a personal and local inquiry of the truthness of the oppressions.

Your Honor's petitioners humbly beg to solicit that should your Honor kindly visit these three villages, then it would be clearly shown to your Honor the ruined state of the houses of all the ryots therein residing.

It is very improbable that your Honor's humble petitioners, being subjects of Mr. White's, would enter to such an action by means of which they would be deprived from the abodes of their forefathers. Your Honor's petitioners most humbly pray that an order from your Honor should be issued to Session Judge or the Commissioner of Circuit, or even to your Honor's Secretary, to call for the record of this serious case, then the oppressions of Mr. White would be discovered, and by means of which your petitioners should be able to recover their losses and to go back to their respective houses.

And your petitioners, as in duty bound, shall ever pray.

From *E. H. Lushington*, Esq., Officiating Secretary to the Government of Bengal, with the Lieutenant Governor on tour, to the Officiating Commissioner of the Nuddea Division (No. 15), dated 15 August 1859.

Sir,

I AM directed to forward in original the accompanying five petitions from inhabitants of the Handra, Meherpore, and Hanskhally thannahs, complaining of the oppression practised upon them by Mr. White, of the Bansbarria Factory, and to request that you will make a careful inquiry into the subject of the complaints, and report the result.

2. The return of the petitions is requested with your reply.

From *H. M. Reid*, Esq., Officiating Commissioner of the Nuddea Division, to the Secretary to the Government of Bengal (No. 49), dated 9 September 1859.

Sir,

I HAVE the honour to acknowledge the receipt of your letter No. 15, dated the 15th ultimo, forwarding for report five original petitions, which were presented to the Lieutenant Governor on the occasion of his late visit to this station, by

certain inhabitants of villages of the Handrah, Maharpore, and Hanskhally thannahs, complaining of the oppression practised upon them by Mr. W. White, of the Bansbarria Indigo Factory, and as directed, I have the honour to submit the following particulars relative to the complaints brought forward by the petitioners.

Petition (No. 1) of Ramgopaul Biswas, Umbica Churn Biswas, and two others, inhabitants of Poragatcha.

2. These petitioners state, that Joynarain Biswas, the uncle of the petitioner Ramgopaul, was formerly dewan of Bansbarria Factory, at the time when Mr. Patrick Smith, the nephew of Mr. John White, was the manager of it; but that Mr. Smith having given up the management, and having been succeeded in it by Mr. William White, Mr. John White's son, the dewan was also, after a time, dismissed from his appointment, owing to his being unable to withstand the oppression exercised against him by the new manager; that thereupon Mr. White commenced oppressing the petitioners, with the object of making them leave their village, Poragatcha, and himself succeeding to their property and trade, upon which they petitioned the magistrate for protection; but that, during their absence from their village at the Sudder station for the above purpose, Mr. W. White plundered their houses of a considerable amount of grain and other property, and that their trees were cut down, and they have not since then been able to return to their houses, the approaches to which are all shut up by Mr. White's people.

Petition (No. 2) of Umbica Churn Biswas and two others, residents of Poragatcha, thannah Hanskally.

3. The person (Umbica Churn Biswas) whose name heads this petition, is one of those whose name is also shown in petition No. 1; and the purport of the petition (No. 2), presented by him and his co-petitioners is, that they were formerly servants of Mr. White's factory, and that owing to their refusal to be the instruments of oppressing the ryots of mouzah Govindpore, they were dismissed from their employment by Mr. W. White, who caused their houses to be plundered; that the deputy magistrate, Baboo Dwarkanath Dey, after investigating the case, sent it up to the magistrate, with a recommendation that certain of the offenders should be fined and imprisoned, and that the value of the plundered property should be recovered from them, and be returned to the petitioners, but that the magistrate did not attend to the recommendation, but dismissed the case.

4. I find on a careful examination of the records (four in number) connected with the above two petitions, that Ramgopaul Biswas and others, presented a petition to the magistrate on the 14th Bysakh, or about the 25th April last, complaining of Mr. White having wrongfully cut down their trees, having deprived them of their lakheraj title-deeds, and having dug up the lands in the vicinity of their houses, so as to prevent their obtaining ingress thereto, and that he further endeavoured to prevent them realizing a balance of 40,000 rupees which was due to them by ryots of the neighbouring villages on account of trade transactions, but that the magistrate dismissed the case on the 28th April, considering that the charges brought were not proved by the evidence adduced in support of them.

5. The other three cases, in which Umbica Churn Biswas, Ookhye Chunder Biswas, and Nobin Chunder Sircar were respectively complainants, were instituted on the 15th Bysakh, or about 26 April 1859, and the gist of them was that Mr. White, with the aid of his factory servants, had plundered their houses and carried off their crops. The cases were made over to Baboo Dwarkanath Dey, deputy magistrate, who, on the 29th July 1859, reported that he considered them fully proved against four of Mr. White's adherents, who were accordingly recommended by him to be fined, one in a sum of 50 rupees, and the three others in sums of 30 rupees each, and to be imprisoned for three months each, and jointly to make good a sum of 1,600 rupees on account of the injury sustained. The magistrate did not however attend to this recommendation, but dismissed all the three cases as not proved.

6. On reviewing the evidence in the several cases above referred to, I am of opinion that the magistrate had sufficient warrant for dismissing the first charge, *i. e.* that which was brought before himself by Ramgopaul Biswas; but that in the other three cases there were, I think, on the whole, sufficient grounds for convicting the defendants; for, besides the evidence adduced before the magistrate, there was the report of the naib darogah, stating it to be his opinion, after personal inquiry on the spot, that the outrages complained of had actually taken place;

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place; and I have since been informed by Mr. Deputy Magistrate Howell, who visited the village of Poragatcha when inquiring into another case in the same locality (which will be adverted to further on) that he observed traces of such outrages having been committed, and that the doors of some of the smaller houses in the village had been wrenched off. I would at the same time remark, that the magistrate may perhaps have decided rightly in dismissing the cases.

Petition of Sreemunt Holdar and two others, inhabitants of Collingah.

7. The next petition is that presented by Sreemunt Holdar and two others, inhabitants of Collingah, who charge Mr. White with having plundered their houses and cattle on the 26th April last, and object to the order under which Mr. Howell, deputy magistrate, to whom the case was made over for decision, directed it to be referred to arbitration. They further request that the case may be transferred to the file of deputy magistrate Dwarkanath Dey.

8. I find that this case was first of all instituted before the police, and that the petitioners failed to attend the police investigation; that they subsequently petitioned the magistrate on 6th June, who made over the case to Mr. Deputy Magistrate Howell; that some of the defendants were summoned and attended; and that the case was eventually made over, on the 29th July, to arbitration, the petitioners and Mr. White respectively agreeing that it should so be disposed of. The arbitrators could not, however, do anything in the case, as the real defendants (*i. e.* the parties who had been summoned, and had attended) were not parties to the arbitration. They reported accordingly to this effect on the 15th August, and on the 24th August the deputy magistrate directed that the case should be proceeded with. I have given instructions that it is to be disposed of without further delay, and the result reported for the information of this office. The case was clearly not one for arbitration, and the deputy magistrate was wrong to have resorted to that method of adjusting it. Had the parties wished to "compromise" the case between themselves, of course there would have been no objection to their resorting to that way of settling it.

Petition of Ookhil Chunder Biswas, inhabitant of Dariapole, thannah Meherpore.

9. The next case is that of Ookhil Chunder Biswas, of Dariapole, who complains of having been unjustly confined by Mr. White for upwards of a month, and that after effecting his escape he petitioned the magistrate, who made over his case to Deputy Magistrate Howell, who, instead of summoning all his witnesses, endeavoured to persuade him to compromise the case. Petitioner begs that his case may be made over to Deputy Magistrate Baboo Dwarkanath Dey.

10. It appears from the petitioner's statement, which was given before the deputy magistrate on the 30th May last (a previous complaint on the subject having been lodged by his nephew, Bepin Beharree), that having gone near Mr. White's factory, for the purpose of collecting some outstanding debts due to him by some of the ryots, he was seized and taken off to the factory by one Hurchunder Ghose and other lattials of Mr. White's, whose names he mentions; that, while in the factory, Mr. White flogged him with his own hand with a stirrup leather; and that he was taken about from factory to factory for a space of one month, when he effected his escape; the cause of the above oppression being that he had formerly been a servant of the factory, and that, having been dismissed from his employ, he refused to take any advances for sowing indigo for it. The evidence in this case was complete on the 8th July, as far at least as the defendant Hurchunder Ghose was concerned; but the deputy magistrate, Mr. Howell, does not appear to have passed any further order in the case till the 29th July, and even then not a definite one; and I find that it was not till the 17th August that he ordered the case, as regards the above-named defendant, to be disposed of; and that on the 24th a further period of five days was allowed to Mr. White's mooktear to produce him. There is no sufficient reason discernible on the record for so long a delay in the disposal of the case. There was sufficient evidence (if the deputy magistrate believed it) for the conviction of Hurchunder Ghose, and the deputy magistrate should have proceeded to dispose of the case, as far at least as the above defendant was concerned.

11. There is another point in which I think the deputy magistrate's mode of proceeding in dealing with his case was faulty. He asked the complainant Ookhil Chunder, when the latter was being examined before him on the 30th May, whether he still bore any marks of the flogging said to have been inflicted upon him by Mr. White. His answer was, "Yes, but on a part of my person which I cannot expose." I think it would have been proper for Mr. Howell to

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have at once certified himself by personal inspection whether such marks really existed or not, instead of leaving the matter in doubt; and that if he had found them to exist he should have summoned Mr. White to answer the charge, but if otherwise, he would have been warranted in at once dismissing the case.

Petition (No. 5) of Ramcoomar Biswas, and other Ryots of Govindpore, thannah Hanskally.

12. The petitioners in this case are ryots of mouzah Govindpore, and besides complaining of various acts of oppression committed upon them by Mr. White, in increasing their rents, forcing them to take advances for the cultivation of indigo, plundering their houses, and carrying off their crops, paddy, and cattle, they bring against the followers of Mr. White the specific charge of having carried off, on the 9th Assar last (not Assin, as inadvertently stated in their petition to the Lieutenant Governor), their fellow villager Seetul Turufdar, who has ever since been missing, and who they assert is under confinement by Mr. White, they further say that they have frequently petitioned the magistrate for his release, but without obtaining it.

13. It appears, from a perusal of the record of the case in which Seetul Turufdar is said to have been abducted, that it arose in the following manner: the Govindpore people were taking off to the government pound some cattle belonging to some of the factory ryots, which they asserted had been trespassing on their crops, when they were intercepted by the factory people. Meerjan Sheik, the plaintiff, was slightly wounded on the head, the cattle were rescued, and it is said that Seetul Turufdar, one of the villagers who was accompanying the cattle to the pound, was carried off, and has not since been heard of. The case was promptly brought to the notice of the magistrate, and was made over by the magistrate to deputy magistrate Moulvie Yatazad Hossein, who, on the 27th July, convicted six of the factory people, and sentenced them to be imprisoned for four months each, with a fine in lieu of labour, which order has since been confirmed in appeal by the Sessions Judge.

14. In concluding my remarks on the cases above enumerated, I beg to mention that I have instructed the present officiating magistrate to recall to his own file such of the above cases as may still remain undisposed of, as well as, for the present, any others in which Mr. White and the servants of Bansbarria concern may be parties. I have at the same time instructed him to use every proper precaution for preventing the ryots being oppressed, and to institute the strictest inquiry as to what has become of the missing man, Seetul Turufdar.

15. I think the details which I have given above warrant the conclusion that some degree of oppression has been exercised against the ryots by the factory people.

16. I beg to annex, for the Lieutenant Governor's information, copy of a letter relative to the subjects complained of by the petitioners, from Mr. Cockerell, the late magistrate of the district, and in forwarding it I deem it proper to state that I have no grounds whatsoever for supposing that either Mr. Cockerell or Mr Deputy Magistrate Howell have any undue bias in favour of Mr. White, but on the contrary, that they have dealt with the cases in which that gentleman has been concerned with strict impartiality, though not perhaps, in the case of Mr. Howell, with that amount of judgment which could have been wished for, and which might have been expected in an officer of greater experience than Mr. Howell possesses.

17. The original enclosures of your letter under reply are herewith returned.

From *F. R. Cockerell*, Esq., Magistrate of Nuddea, to the Commissioner of the Nuddea Division (No. 53), dated 24 August 1859.

Sir,

I BEG to return the original petitions marginally noted,* which were forwarded with your office memorandum No. 50, dated the 20th instant, and copy of a letter

* 1. Petition of Umbica Churn Biswas and others, residents of Poragatcha.
2. Petition of Ramgopaul Biswas and others, residents of Poragatcha.
3. Petition of Ramcoomar Biswas and others, residents of Govindpore.
4. Petition of Sreemunt Holdar and others, residents of Colliagah.
5. Petition of Ookhil Chunder Biswas, resident of Darispore.

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letter* from the Secretary to Government on the subject of them, for inquiry and report.

* No. 15, dated 15th instant.

2. I find that all these petitions have reference to alleged occurrences which have already formed the subject of local investigation by the police, and regular judicial trial by myself and my subordinates, and consequently I do not see in what direction I can myself institute further inquiry, except under special instructions from higher authority. I observe also, that the tone of these petitions constitute an appeal, as it were, especially against my proceedings in these cases, and the partiality by which, it is asserted, those proceedings have been influenced.

3. Under these circumstances, it appears to me, that the best course is, to submit for your perusal, all the papers connected with the cases to which these petitions refer, and you will then be able to direct such further special inquiry on any points connected with them as may seem to you to require more particular investigation.

4. Of the five cases, Nos. 1 and 2, have been regularly investigated, and disposed of by myself, and my written decision will be found attached to each. No. 3 was a mere petition containing general charges, in support of which no proof was forthcoming; the only definite charge brought forward by the ryots of Govindpore, was touching the forcible rescue of some cattle whilst being conveyed to the thannah pound (the papers of which case also are forwarded). The case was tried by the deputy magistrate, Moulvie Yatazad Hossein, and the factory servants were convicted and punished. Nos. 4 and 5 were made over to Mr. Howell for trial. In one, he recommended arbitration, to which both parties agreed; the arbitration failed, and the final award is still pending. In the other case, there is nothing to show that any compromise was suggested, and no final orders have yet been passed.

5. It only remains for me to bring to your knowledge certain facts which the petitioners have either partially or wholly suppressed. The Biswas family, who are the promoters of these petitions, and the plaintiffs in most of the cases instituted, realized their fortunes, more or less, in the service of the proprietor of the Bansbarria Factory; they were discharged from this service but a short time previous to the commencement of the disputes which led to these cases.

6. Working on the capital realized in this service, they have for years carried on a considerable trade, in their own and surrounding villages, as mahajuns. About the time of their discharge, Mr. White determined that he would undertake the mahajunee business throughout his zemindarree villages, and to this end entered into dealings with the Biswas, Holdars, and other mahajuns, throughout his elaka, to purchase their vested interests in his line of business, and secure a monopoly to himself within his own talooks. This course is not without precedent, or unusual, I believe, amongst indigo planters holding zemindarees in this district. In taking over the stock of these mahajuns, disputes arose as to terms, and the factory proprietor doubtless made use of his influential position, as their zemindar, to press his own terms. It is stated, that force was used to gain possession of the full quantity of grain, &c., which the zemindar asserted that he was to receive, according to the terms of the transaction, for the transfer of the mahajunee rights and interests. On such foundation, it is probable that the charges of the Poragatcha and Collinga ryots were brought forward, and these charges amounted to little less than actual dacoity. Of such charges, the factory servants could not be convicted on the evidence adduced; and the exaggeration and falsity of the charges is apparent throughout the proceedings.

7. In regard to such passages in the petitions as reflect on Mr. Deputy Magistrate Howell and myself, personally, I may state, the former has only once visited the Bansbarria Factory, and that was on the occasion of his going to make a local investigation on the subject of one of these cases at Collingah, which village is situated within one or two miles of the factory, and that, except on purely business matters, I have myself, for the last year and upwards, held no communication whatever with either of the Messrs. White, of Bansbarria.

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From *E. H. Lushington*, Esq., Officiating Secretary to the Government of Bengal, to the Commissioner of the Nuddea Division (No. 6124), dated 23 October 1859.

Sir,

I AM directed to acknowledge the receipt of Mr. Reid's letter, No. 49, dated the 9th ultimo, submitting the report called for in Orders, No. 15, of the 15th August last, on the five petitions presented to the Lieutenant Governor, when at Kishnaghur, by certain inhabitants of the Handrah, Meherpore and Hanskhally thannahs, complaining of the oppressions practised upon them by Mr. White, of the Bansbarria Indigo Factory.

2. The report shows that Mr. White, in the several cases referred to in petitions, Nos. 1 and 2, was charged with having plundered the houses of the petitioners to a considerable amount of property, cut down their trees, deprived them of their lakheraj title-deeds, and caused the lands in the vicinity of their houses to be dug up, so as to prevent their obtaining ingress thereto, and that the cases were all dismissed by the magistrate as not proved, although in three of them, viz., in the plunder of property complained of by Umbica Churn Biswas, and in two others, the deputy magistrate, Baboo Dwarkanauth Dey, to whom the cases were made over, recommended that certain of the offenders should be fined and imprisoned, and required to make good the value of the plundered property.

3. The second case noticed by Mr. Reid is that in which the petitioners charge Mr. White with having plundered their houses and cattle, and object to the order of Mr. Howell, the deputy magistrate, referring the case to arbitration. The Officiating Commissioner remarks that the case was clearly not one for arbitration, and the deputy magistrate was wrong in having resorted to that method of adjusting it. It is understood that this case, which was instituted so far back as the 6th June, is still undisposed of, and that Mr. Reid has given instructions for its being brought to a speedy termination.

4. The case next adverted to is that of Okhil Chunder Biswas, who (as represented by the petitioner himself) was seized when near Mr. White's factory, collecting some debts which were due to him, and after being dragged to the factory by Mr. White's men, was flogged by Mr. White himself. The petitioner has there described how he was conveyed as a prisoner from factory to factory for a space of one month, when he escaped; the cause of all this oppression being that he had formerly been a servant of the factory, and that having been dismissed from employ, he refused to take advances from Mr. White for sowing indigo. The Officiating Commissioner remarks on the delay on the part of Mr. Howell in the disposal of this case, which was commenced on the 30th May, and was still pending at the end of August, on his neglect to examine the complainant's person when he first appeared before him to charge Mr. White with the assault and false imprisonment, and on his endeavour to persuade the plaintiff to compromise the case.

5. The trial of the other case of oppression, in which Seetul Turufdar was carried off by Mr. White's men, has resulted in the conviction of six of the factory people, though the individual who had been seized is not yet forthcoming.

6. The Officiating Commissioner reports that he has instructed the present officiating magistrate to recall to his own file such of the cases of the petitioners as may still remain undisposed of, as well as, for the present, any others in which Mr. White and the servants of the Bansbarria Factory may be parties, and to institute the strictest inquiry as to what has become of the missing man, Seetul Turufdar.

7. The Lieutenant Governor directs me to inform you that he agrees with Mr. Reid in his remarks on the proceedings of Mr. Cockerell, the magistrate, and Mr. Howell, the deputy magistrate, in the cases of these disputes, and approves of Mr. Reid's orders in the matter, but I am at the same time desired to observe that the Lieutenant Governor has derived an unfavourable impression of the manner in which the people have been protected by the magisterial authorities of Nuddea from oppression, such as has beyond doubt been exercised in the cases brought to notice.

8. The

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8. The Lieutenant Governor heard in a general way, when on his tour at Nuddea, of complaints from natives that in indigo cases they did not get real protection; and this string of unsatisfactorily investigated and hastily dismissed cases now reported upon, makes it impossible for him to feel certainly convinced that every thing that can be legitimately done has been usually done in that district to repress abuses of this class. The Lieutenant Governor does not impute partiality to any of the officers concerned, but he cannot escape the impression that more active and intelligent measures would have had more satisfactory results; whereby all parties should have been made to feel that their disputes must not be settled by the strong hand.

9. The Lieutenant Governor is surprised that Mr. Cockerell, in his report to the Officiating Commissioner, has omitted all mention of the charge of wrongful imprisonment for a month brought against Mr. White, which as yet stands unrefuted.

10. These cases, which are known to be of daily occurrence, in which ryots are kidnapped and imprisoned, and carried from place to place by zemindars and planters with impunity, are a disgraceful blot upon the district administration in Bengal; and it is the duty of every magisterial officer to strain every nerve to bring them home to the offenders, when they can obtain a clue to them. On the present occasion there was the person wronged before Mr. Howell, whose evidence, if credited, would prove the case. Instead of doing all that could be done to ascertain the truth, and acting, it must be presumed, in the belief that the charge was true, the deputy magistrate recommended a compromise; as though the case had been a trifling squabble or a nominal assault, instead of a charge of one of the grossest acts of oppression and cruelty that can be imagined, short of injury to life or limb.

11. Mr. Cockerell must be called upon to explain his silence in this most grave matter. A magistrate should not allow himself to be kept by a subordinate in ignorance of such a case having been disclosed; and if Mr. Cockerell was informed of it, his conduct would appear to be quite inexplicable.

12. So much blame appears also to be attached to Mr. Howell in these proceedings that the Lieutenant Governor must call upon him for his defence in order to take into consideration what orders should be passed on him personally.

13. On receiving Mr. Howell's explanation, you will be so good as to forward it with an expression of your opinion as to whether Mr. Howell is yet sufficiently qualified to exercise the special powers of an assistant to a magistrate with which he has lately been vested.

14. In conclusion, I am desired to request that you will insist on the remaining cases against Mr. White being thoroughly sifted, and that you will call upon the present officiating magistrate to dispose of them himself, with all the consideration which cases involving such charges may appear to require.

From *A. Grote*, Esq., Commissioner of the Nuddea Division, to the Officiating Secretary to the Government of Bengal (No. 151 Ct.), dated 19 November 1859.

Sir,

I HAVE the honour to acknowledge the receipt of your letter, No. 6124, dated 23d ultimo, conveying the orders of his Honor the Lieutenant Governor on my predecessor's letter, dated the 9th September previous, and with reference to its 11th paragraph to submit copy of a letter dated 17th instant, containing the further explanation called for from Mr. Cockerell.

2. The judgment which has been formed by his Honor of Mr. Cockerell's proceedings in the five cases under notice, was formed on a report made after an examination of the records, and as I have not seen these I must leave Mr. Cockerell's present letter to make its own impression. It appears that Mr. Deputy Magistrate Howell did not recommend a compromise in the case referred to in paragraph 10 of your letter.

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3. In justice to Mr. Cockerell, and to myself who have now administered this division for nearly four years, I venture respectfully to state it as my conviction that no such general feeling prevails amongst the inhabitants of Nuddea as that which is alluded to in your 8th paragraph as having been made the subject of complaint to the Lieutenant Governor on his tour through the district. I believe that all know well that full protection will be afforded by the police authorities at the station to such as choose to take the trouble to seek it. The punishment inflicted by Mr. Cockerell on Mr. Tripp, of Bamoondeah, some two years back, had the effect of convincing parties that their disputes would not be allowed to be settled by the strong hand.

4. Possibly the people of the Hadrah thannah, one of the quarters from which the Lieutenant Governor was petitioned on his tour, did for a period entertain some doubts whether it was intended that they should have any real protection in indigo cases; for in 1857 they saw the head of all the concerns in that thannah empowered as an honorary magistrate. It was Mr. Cockerell who, I well remember, brought to notice the undue influence which Mr. Forlong's assistants exercised in that thannah consequent on the latter gentleman's having had charge of its police. The magisterial authorities are not responsible for the doubts which the late experimental measure raised in the minds of the Nuddea people.

5. I have marched through this district from end to end, have visited its subdivisions, and have talked with and listened to the people, high and low, and I have never heard anything which led me to doubt the general feeling of confidence in Mr. Cockerell, and it is my opinion that he is one of those officers who would, to use the expression in your 10th paragraph, strain every nerve to bring home to the offenders any case of oppression which came to his knowledge.

6. But it behoves all magistrates, when dealing judicially with such cases, to guard against the bias which the complaint of the weak against the strong is apt to engender. The character of the oppressed ryot may be readily assumed, and is so, I believe, oftener than is suspected by many philanthropists.

7. The information called for in paragraphs 12 and 13 of your letter shall be furnished hereafter. Mr. Cockerell being anxious that his justification of his proceedings should be laid before Government without delay, I have thought it expedient to reply at once partially to your call. It is my duty, moreover, before making over temporary charge of this office, to endeavour to undeceive his Honor the Lieutenant Governor of an impression which, if well grounded, reflects on my administration as well as on Mr. Cockerell's.

From *F. R. Cockerell*, Esq., late Magistrate of Nuddea, to *A. Grote*, Esq., Commissioner of the Nuddea Division, dated 17 November 1859.

Sir,

I HAVE only just received the papers connected with the case of Okhil Chunder Biswas, which, for the reasons explained in my letter of the 7th instant, it was necessary for me to refer to, in order to submit the explanation required in the letter, No. 6124, dated 23d ultimo, from the Secretary to the Government of Bengal, forwarded with your letter, No. 130, of the 2d instant.

With reference to the 9th and 11th paragraphs of the Secretary's letter, I beg to point out that the case alluded to in the 4th paragraph of my letter to the Commissioner, on the subject of the several petitions, as No. 5, is that of Okhil Chunder Biswas. My letter contained no report of the particulars of any of the cases, because I did not conceive myself called upon to do more than inform the Commissioner to what cases the petitions presented to the Lieutenant Governor had reference, and how those cases had been disposed of, as well as to add such particulars, not to be found in the record, explanatory of the subject of the different charges against Mr. White and his people, as my knowledge of the existing relations between the parties concerned enabled me to supply; for the rest, I submitted all the records of the cases for the Commissioner, to judge himself of the merits of the complaints submitted by the petitioners to Government.

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In the cases investigated by the deputy magistrate, Baboo Dwarkanath Dey, and finally disposed of by myself, Mr. Reid, the Officiating Commissioner, after describing at some length the particulars of the charges against Mr. White and his people, as contained in the original complaints and depositions of the petitioners, without giving any detail of the evidence for or against these charges, and after stating the judgment formed by the deputy magistrate, and the punishment which he proposed to inflict upon the accused, remarks: "the magistrate did not however attend to this recommendation, but dismissed all the cases as not proved;" the inference from which would appear to be (and that such is the impression derived by the Lieutenant Governor from Mr. Reid's report, is to be gathered from the expression "hastily dismissed cases," used in the 8th paragraph of Mr. Lushington's letter) that I had summarily and hastily set aside and disregarded the judgment of my subordinate, and had unreasonably dismissed cases in which the charge preferred was substantially proved.

Now, I respectfully submit that an inspection of the record will not justify such a conclusion. However erroneous my judgment may have been in the matter, it certainly was not a hasty one. My decision was formed after much deliberation and a very careful consideration of the entire subject of the charges and the evidence in support of them; and the grounds upon which it was based were recorded in my own handwriting. Mr. Reid, in his letter, though attaching weight to the evidence for the prosecution and the report of the police officer, is not prepared to say that the decision may not have been a correct one; and I venture to think that it would be affirmed and approved by higher judicial authorities, as in accordance with the general evidence and other matters on record.

In regard to the case of Okhil Chunder Biswas, the charge of arrest, assault, and imprisonment, was first brought forward by his nephew in a petition presented to me. I disbelieved his statement, first, because he represented that his relative had been seized and maltreated about nine days previous to his appearance before me, and although this was alleged to have taken place very near the police thannah, and within a few miles of the station, he could assign no satisfactory reason for not having instituted his complaint earlier, or given information to the police; second, because he and his relative belonged to a Kyburto family, many members of whom had until recently been in the factory service, and, since being discharged from employ, were at feud with Mr. White, for reasons which I have already described in my previous letter on the subject of the petitions; third, because the plaintiff, whilst admitting, on being questioned, that he did not accompany his relative to the factory, nevertheless described in detail all that happened there, without showing how he became acquainted with the particulars.

I did not consequently attach such importance to the case, or proceed myself with its investigation, as I otherwise should have done, but made it over for trial and report (not for disposal, a circumstance that has not been brought to the notice of Government in Mr. Reid's report) to Mr. Deputy Magistrate Howell. Subsequently, Okhil Chunder Biswas, who was said to have been assaulted and confined, appeared, and presented a petition, which I immediately made over to Mr. Howell, as he had been previously entrusted with the investigation of the case, who without delay took down his deposition. The man's statement was to the effect that he had been bound with cords and beaten with a leather strap. His body was then carefully examined, as he said he still bore marks of the assault; and when no mark or scar of any kind could be discovered, he represented that they were on a part of his person which, unless he was stripped naked, could not be seen. Now, in regard to this statement, by his own account, upwards of a month had elapsed since he was beaten. The stripes of a rattan inflicted on a fleshy part of the person could not possibly be visible so long after the date of their infliction, much less those of a leather strap. Moreover, the petitioner stated that he had been bound with cords; the marks or scars caused by such binding, tightened as it would be by the convulsive struggles of a man undergoing the lash, are far more indelible than the stripes of a rattan, and yet the plaintiff had not the vestige of such score on his arms or any part of his person when examined by the deputy magistrate. The assertion, therefore, that he still bore marks of a flogging, administered, according to his own statement, some six weeks previous, on a part of his person which he knew would not be examined, was, I consider, a deliberate misrepresentation, intended to give support to his

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charge. His account of the manner in which he effected his escape from alleged imprisonment was equally improbable. He stated that he was last confined in the Mahutpore Factory, and escaped on a dark night. Mahutpore is a Sudder Factory; and, supposing his statement as to his confinement there to be true, there was scarcely any possibility of his making his escape from such a place.

From the time that this case was made over to Mr. Howell for investigation and report, I neither saw nor heard anything of the proceedings, until the petition presented by Okhil Chunder Biswas to the Lieutenant Governor was forwarded to me. If the petitioner was at any time dissatisfied with the deputy magistrate's investigation he might have made a representation on the subject to me, but this he did not do. Mr. Howell, it appears, was very dilatory in his proceedings, and it may be considered that I should have prevented this. It is the practice for any case committed by the magistrate to any subordinate, for investigation and report, to be temporarily removed from the former's file until returned with report for final orders. And the files of my subordinate come under review only at the close of the quarter. Hence, in any case that had not been three months pending, dilatoriness in the investigation of cases by subordinates would not necessarily come to notice at the time, unless such delay in the proceedings was specially represented by the parties concerned.

There is nothing in the record of this case, as I observed in my former letter, to bear out the petitioner's assertion that Mr. Howell suggested a compromise in the matter of such a serious charge; and the deputy magistrate distinctly affirms that he never did so. I observe that, coupled with the assertion of the suggested compromise is that of the deputy magistrate having at the same time refused to call for the further evidence which he tendered. An order endorsed on the plaintiff's petition for the summons of fresh witnesses through the police, shows this to be a misrepresentation. The deputy magistrate, on the ground that sufficient cause was not shown, declined to summon the witnesses through the police, but passed an order for their being subpœnaed. The plaintiff neglected to take out this process, and in his petition charges the deputy magistrate with refusing to summon his witness at all, and recommending a compromise.

If a return be called for from the Nuddea Magistrate's Court, it will be found that, save in very rare instances, I invariably disposed of all important cases myself, and in such I ever included all charges against Europeans owning property in the district, and their servants and dependents. It has been my practice to make over cases for investigation and report to those of my subordinates who had had but little experience, and thus gradually test their fitness to be entrusted with the absolute disposal of judicial business.

In this way Mr. Howell, who has not been long employed as a deputy magistrate, had had but few cases made over to him, save of the most trivial description, for absolute disposal. Many, as in the instance of the cases now under notice, were made over to him for investigation and report, and I have had therefore ample opportunity of judging of his capabilities. He has generally given me entire satisfaction. Previous to his employment as a deputy magistrate, he served under me as an overseer of the district roads, and I have always found him a very painstaking and laborious officer, and a person of strict integrity. Whilst located, as he was for a considerable period, in the interior of the district, he was always well spoken of by the people; he is thoroughly well acquainted with their language and customs, and ought on every account to be well qualified to discharge his present duties. If he has shown a want of despatch and judgment in his proceedings in these cases, it is to be attributed to diffidence, arising out of inexperience rather than inactivity and incapacity.

It only remains for me to express my very deep concern at the strong condemnation passed by the Lieutenant Governor on the general conduct of the magisterial authorities of the Nuddea District, as expressed in the 8th and 9th paragraphs of Mr. Lushington's letter. It is well known that the present system of indigo cultivation, as it obtains in Nuddea and the surrounding districts, is regarded with no small general dissatisfaction by the mass of the people, and it is no more than what might be expected that the Lieutenant Governor, on his tour through the chief indigo-growing districts, should hear general complaints against the promoters of that system, who, by reason of the system itself rather than their own individual acts, are regarded by the majority of the people with more or less distrust and dislike.

I submit, that if there had been any want of readiness on my part to entertain generally

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generally complaints of oppression of this class, and to institute the fullest inquiry, and grant the utmost redress that it was in my power to do, some representation on the subject must have reached you as my immediate official superior; and yet, as far as I am aware, not a single representation of the kind has been made during the two years that I filled the Nuddea Magistrate's Office, at least no explanation or report has ever been called from me on such subject.

But it is not protection from oppression, in the way of acts of violence, I maintain, that the agricultural population of the indigo-growing districts consider themselves to be really in want of, for oppression of such kind is at least of no commoner occurrence in those districts than elsewhere; the protection which they desire, and which no magisterial authority can give them, is freedom from their obligations to cultivate the indigo plant, when their land could yield them a far more remunerative return by other produce.

As regards the repression of crime and acts of violence against person and property in the Nuddea District, and the opinion formed by my superiors of my general conduct as magistrate, I solicit reference to the criminal and police reports for the last two years. It is not for me to attempt to justify myself as to the degree of intelligence that may have guided my measures in the general administration of the district for that period, but I trust I may be permitted to say that, during the four and a half years in which I have filled the office of magistrate, at different periods, in three of the most important districts in Lower Bengal, that want of activity and zeal in the discharge of the various duties of a magistrate, to the best of my ability, has never been imputed to me.

From *E. H. Lushington*, Esq., Officiating Secretary to the Government of Bengal, to the Officiating Commissioner of the Nuddea Division (No. 7056), dated 9 December 1859.

Sir,

I AM directed to acknowledge the receipt of your predecessor's letter, No. 151, dated the 19th ultimo, submitting the further explanation called for from Mr. Cockerell, late Magistrate of Nuddea, relative to his proceedings in the cases of oppression stated to have been practised by Mr. White, of the Bansbarria Indigo Factory, which formed the subject of complaint in certain petitions presented to the Lieutenant Governor on the occasion of his late visit to Kishnaghur, and the particulars of which were reported in your letter, No. 49, dated the 9th September last.

2. The Lieutenant Governor, having fully considered Mr. Cockerell's explanation, desires me to observe that he does not impute blame to that officer for his judicial decision in the case investigated by the deputy magistrate, Baboo Dwarkanauth Dey, to which Mr. Cockerell has satisfactorily shown that he gave all proper care and attention when disposing of it judicially. But the result of the whole affair is that, apart from the sworn evidence in the case, it seems clear, from the report of the naib darogah after personal inquiry on the spot, and from what Mr. Deputy Magistrate Howell afterwards observed when he visited the village in question, that outrages such as were the subject of complaint, which were of a violent and very public character, impossible to be really concealed, were committed by some people or other: and it is certain that no one has been or ever will be punished for them. For such a result no credit can be claimed by the magisterial authorities of the district, at the head of which was Mr. Cockerell.

3. Such acts as above referred to, I am desired to observe, are not committed without its being perfectly known by every villager on whose part they are committed; otherwise there would be no motive for the acts. No one will suppose that the police do not know what every one else knows; a single case, it is true, in itself proves nothing; but presuming it not to be really doubtful on whose part the open outrages in question were committed, it must be held that, as far as a single case can go, the fact of an open outrage of this sort, though formally complained of, passing over with absolute impunity, does tend to support the complaint of the petitioners that in this class of cases the ryots have not been duly protected by the public authorities.

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4. The denial of Mr. Howell that he recommended a compromise of the case of Okhil Chunder Biswas, is considered by the Lieutenant Governor to be perfectly satisfactory on that point; though, considering the nature of the charge, and the languid and dilatory manner in which it was dealt with, it is not surprising that the complainant should have got an impression that he was expected to compromise. In all other points, however, both in respect of Mr. Howell's dealing with the case and of the magistrate losing sight of a case of such a nature, the original opinion formed by the Lieutenant Governor of the case of Okhil Chunder Biswas, as derived from your report of the 9th September last, remains unshaken.

5. The remaining cases noticed in your report above referred to, have not been touched upon in Mr. Cockerell's letter.

6. The Lieutenant Governor accepts with much satisfaction Mr. Grote's assurance that no general feeling exists in Nuddea that the people do not in some cases get real protection; although it is not the less certain that some persons either have or pretend to have such a feeling. It may also be observed that it was only in the district of Nuddea that any petitions such as those out of which this correspondence has arisen, were received during the late tour. Much importance, however, is attached by the Lieutenant Governor to Mr. Grote's remark on the effect of entrusting the police of a thannah to a person deeply engaged in mercantile concerns in that thannah.

7. In conclusion, I am desired to add, that although the impression originally made upon the mind of the Lieutenant Governor by the complaints of the petitioners, in connexion with your report upon them, has not been affected by Mr. Cockerell's explanation, the Lieutenant Governor attaches due weight to Mr. Grote's general testimony in favour of that officer, whose efficiency and zeal in the performance of his duties generally, the Lieutenant Governor has never doubted.

From *H. M. Reid*, Esq., Officiating Commissioner of the Nuddea Division, to the Secretary to the Government of Bengal (No. 166 Ct.), dated 13 December 1859.

Sir,

In continuation of Mr. Commissioner Grote's letter, No. 151, dated the 19th ultimo, I have the honour to submit copy of a letter dated the 18th idem, containing Mr. Deputy Magistrate Howell's explanation on the subjects referred to in your letter, No. 6124, dated the 23d October last.

3d paragraph of Government letter. 7th and 8th paragraphs of Officiating Commissioner's letter.

2. In the 2d to 5th paragraphs of his letter, Mr. Howell enters into an explanation of the circumstances under which the case of Sreemont Haldar and others was referred to arbitration, and of the subsequent delay which occurred in disposing of the case on the failure of the arbitration proceedings. Mr. Howell's defence amounts to this, viz., that the arbitration proceedings were had recourse to, not at his instance, but at the request of the parties concerned, and that there was no unnecessary delay in his subsequent conduct of the case. I am of opinion that the deputy magistrate committed an error of judgment in allowing the parties to arbitrate the case through the medium of the court, even although they themselves requested it to be so dealt with, and he was the more wrong in having done so when the case was made over to him, not for final decision, but, as explained by the magistrate Mr. Cockerell, merely for report. The explanation about the delay which occurred in the subsequent disposal of the case cannot, in my opinion, be regarded as satisfactory.

4th, 10th, 12th, 13th paragraphs of Government letter. 9th to 11th paragraphs of Officiating Commissioner's letter.

3. Mr. Howell, in the 6th to 11th paragraphs of his letter, explains his conduct regarding the case of Okhil Chunder Biswas, and states his reasons for not having insisted on the complainant exhibiting the marks alleged to be borne on his person. Mr. Howell further denies that he ever directly or indirectly recommended the complainant to compromise the case; and he further offers explanation of the delay which occurred in the case being disposed of.

4. I am of opinion that Mr. Howell's explanation on the first point can scarcely be regarded as sufficient, in the absence of any memorandum on the record

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153

record of his having carefully, in the first instance, examined the complainant's legs and arms and the rest of his body, and having found no marks of any beating upon them. Such a memorandum is usually recorded in cases of the like description, and it would have been satisfactory had one been recorded in the present case. Mr. Howell's emphatic denial of his having ever advised a compromise in this case is, I consider, quite satisfactory, and there is nothing on the record to show that he recommended one. There seems, I would remark, to have been some misapprehension on the part of Government regarding this point (*vide* concluding part of your 4th paragraph). It will be found, on referring to that portion of my letter which has reference to this case, that the assertion that Mr. Howell had ordered it to be compromised was made by the petitioners in their petition to the Lieutenant Governor, and that, in summing up the real facts of the case, as shown by the record, I did not make any allusion to the compromise, which I should of course have done had it been apparent from the record that Mr. Howell had directed one to be made. Mr. Howell's explanation regarding the delay which has occurred in the disposal of this case is not, in my opinion, satisfactory.

5. With advertence to your 13th paragraph, I would beg to observe that, although Mr. Howell's proceedings in the cases under report evince some want of judgment and unnecessary delay, yet that I am not prepared to recommend to Government, until I have seen something more of his work, such an extreme measure as taking from him the special powers with which he has recently been invested. I propose reporting further on the subject shortly. In the meantime it is my opinion that Mr. Howell should not at present be posted to the charge of a sub-division, nor should his powers be further increased until he shall have passed the higher standard examination.

6. I take the opportunity of drawing the attention of Government to Mr. Grote's letter, No. 152Ct., dated the 22d ultimo, in which he recommends that Mr. Howell should be transferred to the district of Rungpore, to which he originally stood appointed, the number of Deputy Magistrates and Deputy Collectors at Nuddea being larger than requisite.

7. With advertence to your 14th paragraph, the instructions contained in which have been duly communicated to the magistrate, I have to report that the cases of Sreemont Haldar and Okhil Chunder Turufdar are still undisposed of, owing, as the officiating magistrate reports, to the non-attendance of the parties.

8. I find further, on referring to the record of the case of Ram Coomar Biswas, that the missing man, Seetul Turufdar, who is alluded to in the 12th and 13th paragraphs of my letter of the 9th September last, is reported by the police darogah to have been carried away in a wounded state to the factory of Lindooree, in the district of Jessore, and there to have died of epilepsy. The present magistrate, Mr. Drummond, has been instructed to make a thorough investigation into this very grave assertion, and the magistrate of Jessore has been directed to afford him every possible aid in elucidating the real facts of the case.

9. The Nuddea magistrate has further been instructed to give his best attention to the early and careful disposal of the above two cases referred to.

MEMORANDUM from *L. R. Tottenham*, Esq., Officiating Magistrate of Nuddea, (No. 280); dated 19 November 1859.

FORWARDED to the Commissioner of Circuit, Nuddea Division, with reference to his office memorandum, No. 161Ct., dated the 2d instant.

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From *J. E. Howell*, Esq., Deputy Magistrate of Nuddea, to *L. R. Tottenham*, Esq., Officiating Magistrate of Nuddea; dated 18 November 1859.

Sir,

I HAVE the honour to acknowledge the receipt of your office memorandum, No. 266, dated 6th instant, forwarding Government letter, No. 6,124. In reply I beg most respectfully to state, that I cannot help regretting that the Officiating Commissioner should have taken so unfavourable a view of my proceedings in the two cases* made over to me for report.

* Sreemont Haldar and Okhil Chunder Biswas.

2. Adverting to the 3rd paragraph of the Secretary's letter, I beg to observe that, after I had gone over the papers of Sreemont Haldar's case, I resolved on going to the spot, that I might satisfy myself whether the injury complained of by the plaintiff has been really sustained by him or not, or to what extent.

3. On my arrival on the spot, in village Colinga, I was surprised to find everything in good order, and to all appearance as if no injury whatever had been sustained by the complainant; and when asked to point out the injuries complained of, I found that he could not do so. The petitioner must have imagined that there would have been no actual inquiry on the spot, but simply that he would have been called upon to adduce proof by witnesses alone, and was quite unprepared for an inquiry on the spot, for he had stated in his petition that his houses had been forcibly entered, and the whole of his moveable property and grain plundered and carried off by Mr. White and his servants, and what could not be removed, destroyed or greatly damaged. While on the spot the property seemed not to have sustained any injury whatever. I also recollect that he had admitted, when cross-questioned, that he had sold a good portion of his grain in the Bunguljuee Bazar, while he stated that he had been plundered of the whole by Mr. White and his servants.

4. The plaintiff perceiving that he was quite unable to prove on the spot the circumstances alleged in his complaint, he now begged to be allowed, with Mr. White's consent, to put the case into arbitration; and as I considered that the case would be best settled in this manner, if both parties were willing to this mode of settlement, I told the plaintiff that, if he obtained Mr. White's consent (for he had made Mr. White the defendant in the case), and that if both parties, by separate petitions, expressed their willingness to a settlement of the case in this manner, I would not object to it. But I distinctly affirm, that the suggestion to subject the case to arbitration did not emanate from me, but from the plaintiff himself, and I only agreed to it on the expressed wish of both parties. Both parties having agreed to this mode of adjustment, the case was made over to arbitrators, and a reasonable time allowed them to dispose of the case, on the expiration of which period the arbitrators applied for a further extension of time to enable them to settle the case; time was granted them. In the meanwhile the Lieutenant Governor arrived, and the plaintiffs having presented a petition to him, the arbitrators came forward and returned the case to the court, now for the first time (after they had had the case nearly a month) stating that they could not dispose of the case, as Mr. White, the defendant in the case, so long allowed to be as such, was not the real defendant. I leave you to judge whether it required them a month to find this out; or was this merely an excuse to get rid of the case?

5. On the case being received into court, I ordered that it should be forthwith proceeded on without any further delay. At this stage of the proceedings the magistrate called for the case, and forwarded it to the Officiating Commissioner, with his remarks and report, since when it has not been returned to my file.

6. In reply to the 4th and 10th paragraphs of the Secretary's letter, referring to Okhil Chunder Biswas' case, I beg most respectfully to urge that I cannot perceive how the Officiating Commissioner assumes, from the proceedings, that I suggested a compromise, or that the case has sprung out of an attempt to force indigo advances on the plaintiff by the defendant, for I cannot see that this view of the case can be received from any of the papers on the file.* How, then, the Officiating Commissioner arrived at this conclusion I am at a loss to imagine.

* *Vide* depositions of Okhil Chunder Biswas. *Vide* Depositions of Bepin Beharry Biswas. Evidence of witnesses.

7. I intentionally took a long time in the consideration of this case, because I deemed

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deemed it one of a grave nature, and wished to give the plaintiff every means in his power to substantiate his plaint. The witnesses he brought in the first instance I did not consider as trustworthy, for they were nearly all discharged servants of the factory, and their evidence is full of discrepancies; and, in cross-questioning them, some have so contradicted themselves as to have destroyed their own testimony, and others did not await cross-questioning, but absented themselves. Plaintiff perceiving this begged to be allowed to put in another list of witnesses, who he said were Mr. White's servants, but respectable men, who saw the ill-treatment being inflicted on him. Desirous to let him substantiate his case, I ordered a summons to be sent in the usual manner, accompanied by an English letter, to the employer to produce the parties named by the plaintiff. On hearing this, the plaintiff, Okhil Chunder Biswas, objected to the mode adopted, stating that if Mr. White became aware of the circumstance, he would tamper with the witnesses before they came into court. He wanted them to be summoned through the darogah. Had Okhil Chunder Biswas not objected to their being summoned in the manner generally adopted in calling in the servants of employers, and had the employer failed to attend to the requisition of the court, the plaintiff would have had the benefit of this refractory disposition shown in not attending to the court's process, but he would not have this.

8. Plaintiff states that he was tied up to a puller, and beaten most unmercifully by the defendant with a stirrup-leather.

9. With respect to this circumstance, I beg to state, that on his appearing before me I carefully examined his arms, back, seat, thighs, but found no marks. I examined his arms more particularly, as I imagined that, if he had been flogged as he stated, his attempts to release himself in his struggles would have left some marks of the rope ties, while those from a piece of leather might have been obliterated between the time the injury was said to have been inflicted and his appearance before the court (one month), while the chances were that some marks on the skin from the rope fastening might be still visible. But I beg to add that no mark whatever was visible to my examination. After this careful examination I again asked the plaintiff how it was that he could not show a single mark, after he had received so severe a beating as he represented, to which he gave the response on record.

10. Had the man been so severely beaten as he said, it is likely there would have been marks over his person, and not only in one place, as he asserted. Had the mark been of any consequence it would have been visible through the very gauze-like cloth that his loins were wrapped in. A beating given under the struggles of the party on whom it was inflicted could not have been laid on only in one place, but must have been laid on over the whole seat, which I inspected, and not only in one invisible part that the man from shame could not expose. It must be borne in mind that the plaintiff came into court a full month (or more) after the beating, and wounds from a strap of leather, however severe, had full time to heal within this period. I considered the charge of a grave nature, and was desirous to give the man every chance in my power to adduce proof, which caused the delay in disposing of the case. Had I not been impelled by this motive, I should have summarily dismissed the case as not proved by the evidence adduced.

11. Lastly, I beg emphatically to deny that in this case I either verbally, or by written order, recommended or even suggested a compromise. There is nothing in the proceedings from which it can be inferred that I did so, and the petitioner's assertion in this respect is entirely false.

12. From the explanations given relative to the cases alluded to in the 3d, 4th, and 10th paragraphs of the Secretary's letter, I trust that his Honor the Lieutenant Governor and the Commissioner will see that every facility was allowed the plaintiffs to prove their cases, in order that their grievances might be redressed.

13. I beg most respectfully to draw attention to the magistrate's report on these cases. No. 53, dated 24 August 1859.

14. I further beg most respectfully to refer to the opinions entertained and expressed of me in the reports to the Officiating Commissioner, noted in the

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The Collector Mr. Belli's Report, dated 30th July 1859.

margin, formed, no doubt, from my general conduct, and from the manner in which I had conducted my duties under them, my late immediate superiors, Mr. Belli and Mr. Cockerell.

The Magistrate Mr. Cockerell's Report, dated 30th July 1859.

15. And that I have not slackened in my efforts, or in energy, ability, and zeal in the discharge of my duties now, I most respectfully appeal to my present immediate superiors, the Collector and Officiating Magistrate, who, I have no doubt, will respectively testify to the manner in which I attend to the performance of my present duties.

Messrs. Woodcock and Tottenham.

From *E. H. Lushington*, Esq., Officiating Secretary to the Government of Bengal, to the Officiating Commissioner of the Nuddea Division (No. 135); dated 21 January 1860.

Sir,

I AM directed to acknowledge the receipt of your letter, No. 166 Ct., dated the 13th ultimo, submitting, with remarks, the explanation required from Mr. Deputy Magistrate Howell, regarding his proceedings in the cases of oppression said to be practised by Mr. White, of the Bansbarriah Indigo Factory.

2. In reply, I am desired to intimate that the Lieutenant Governor agrees in the view taken by you in regard to the compromise point, and Mr. Howell's explanation is quite satisfactory; but the delay, considering the nature of the charges, whether true or false, is not. Mr. Howell, the Lieutenant Governor doubts not, will avoid such an error in future.

3. Mr. Howell will hereafter be transferred to some district where there is more need of a Deputy Magistrate. At present the Lieutenant Governor refrains from acting on Mr, Grote's suggestion for his transfer to the district of Rungpore, lest it should appear that the fault found with his proceedings in Nuddea has been more serious than it really is.

From *A. Grote*, Esq., Commissioner of the Nuddea Division, to the Secretary to the Government of Bengal (No. 5); dated 29 March 1860.

Sir,

IN continuation of my predecessor, Mr. Reid's letter of the 13th December last, No. 166Ct., I have the honour to annex copy of the late Magistrate of Nuddea, Mr. Drummond's decision in the case of Okhil Chunder Biswas.

2. The case of Seetul Turufdar is still pending. No trace of the missing man has yet been found, and that of Sreemont Haldar has been compromised.

Horochunder Ghose. Mr. W. White.

Defendant. — Defendant was a Gomashta, and was dismissed; did not give his Nikash, and has brought this false complaint, as the Saheb was going to complain against him. Defendant 2 denies.

Beepin Beharry Biswas.—My uncle was defendant's Tusseeldar of Dukhinparah, &c. He was dismissed. He came to Joypore village to carry on his affairs. On the 9th Bysack, while sitting in Omesh Mookerjea's house, six or seven lattials came and carried him off. I know defendants, and he pointed out my uncle. Don't know where he is. I was sitting near him. His name is Okhil Biswas. The lattials told me that Mr. White gave the order. (The neighbours are respectable, but they are defendant's ryots.)

Mody Sheikh.—I and Rodim were going to Hematpore to buy cows. Met Okhil and the lattials, and asked him, "Where are you going?" &c. (Not very credible.)

Modoosoodun.—On the 10th, two dond bela, they took him to the south of the Saheb's house, tied his hands, and the Saheb beat him with a stirrup-leather. Oomesh Chundro and Holodhur Ghose Dewan were there; they said "Wash him." I got my juwab four days after.

Moozdeen Nikaree.—I and Golab, going to buy mangoes, met four or five lattials. Same as Mody Sheikh.

Golab Sirdar, sitting near Okhil Biswas; he was taken away.

Okhil Chundro Biswas.—I was formerly Gomashta of Dukhinparah. Mr. White told me often to bully the ryots, and dismissed me in Ashar because I would not. In Bysack I was in Joypore on my own affairs. On the 9th I went to the Saheb's Mal Gomashta there; just then defendant Oomesh Ghose, Okhil Ghose, Gadey Sheikh, three others. Defendant said,

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said, "Do you obey the Saheb?" They took me to the cutcherry; (my nephew, plaintiff, was there.) Oomesh Chundro, superintendent, said, "Have you brought the 300 rupees?" I was unwilling to give a fine. Rameshur Bagdi, &c., beat me. Wanted five rupees a day? Next day defendant gave order. Rameshur Bagdi, &c., took me to the south verandah, beat me with a stirrup-leather. Then the Saheb send me to Gacha Factory to Issur Mitter. I was beaten well. I remained two days at Puleanpore, in a Polatokee Bagdee's house, in Madary Sheikh's jumma. Then three days in Boidonauth Sirdar's house. Then I went five days to Tarachand Paik's house at Peepragatchee. Then to Gongadhur Biswas' house. Next day was taken back to Bansberriah, one day there; again for seven days at Boidnath's house. Then one day in Teboolcah Sheikh's, at Gatcha. Then seven days in the Khooty there. Three days at Mohotpore Khooty. On the 5th of this month I ran away from there in a dark night. Have got marks of beating; can't show them.

Oomesh Chundro Roy.—Saw Okhil in Tara Chand's house at Peepragatchee. Had gone to look for a cow. Lattials were there.

Boidonauth Dost.—Ditto, Ditto.—Ombica Churn Biswas wasa Mohurir at Bansberriah. Ditto at the factory.

Ukhoy Chundro was a godown Mohurir. Saw Okhil there.

I consider that the evidence recorded above clearly proves that Horochunder Ghose, the defendant, was one of those who carried off the plaintiff Okhil. There are no discrepancies, and I put faith in Okhil's story. I am sorry that the part relating to his being taken to Bansberriah, and being beaten by Mr. William White, is not better proved. I cannot put faith on the evidence of Modoosoodun, a dismissed servant of White's; and without that there is not enough to convict White, although I cannot help thinking him guilty. The defendant Horochunder denies the charge, but fails to clear himself. He is the principal offender in this outrage, and I think is deserving of a very severe punishment, in order to put a stop to this sort of conduct of White's, by making his instruments see that they will be punished. I am sorry there is not enough to punish White upon, but I must order him to be released. The defendant Horochunder will be imprisoned for six months, and pay a fine of 50 rupees, or labour.

(signed) *E. Drummond,*
Magistrate.

29 December 1859.

From *A. R. Young*, Esq., Secretary to the Government of Bengal, to the Commissioner of the Nuddea Division (No. 1,446); dated 2 April 1860.

Sir,

I AM directed to acknowledge the receipt of your letter, No. 5, dated the 29th ultimo, enclosing a copy of the late Magistrate of Nuddea, Mr. Drummond's decision in the case of Okhil Chunder Biswas, and in reply, to inform you that in the opinion of the Lieutenant Governor it is a clearly substantiated case of the class known to be so common, of kidnapping and lengthened false imprisonment in different places.

2. It is much to be regretted that the principal party, in whose interest the offence was committed, has escaped all punishment. For it is impossible to suppose that the prisoner sentenced committed the outrage on his own account.

3. I am desired to request that you will be so good as to forward to this office another copy, more carefully written, of Mr. Drummond's decision, as the one sent by you is full of clerical errors.

From *A. Grote*, Esq., Commissioner of the Nuddea Division, to the Secretary to the Government of Bengal (No. 63Ct.); dated 6 March 1860.

Sir,

I BEG to lay before his Honor the LieutenantGovernor, copy of a letter, No. 64, dated 25th ultimo, from the Officiating Magistrate of Nuddea.

2. In reply, I inquired whether Bishto Ghose had himself been concerned in Seetul Turufdar's case, and what might be the general character of the evidence which he professed himself ready to give. I find now that he was not concerned in the above case, but that he was at the Bansberriah Factory when Seetul Turufdar was taken there. This much he admits, but he will say nothing more till he is assured of pardon.

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3. Mr. Herschel repeats his recommendation, and expresses a hope that no legal objection may interfere with its being complied with. By doing so we are laying ourselves open to be duped, and but little weight can attach to a statement tendered under such circumstances. Unless Bishto Ghose's story is one that admits of being proved by the evidence of other disinterested witnesses, we shall not gain much by listening to it.

4. I would tell Bishto Ghose that if, on the information which he gives us, the offence of kidnapping Seetul Turufdar is brought home to conviction, a report for his enlargement from jail, under his present sentence, will be submitted for the favourable consideration of Government.

From *W. J. Herschel*, Esq., Officiating Magistrate of Nuddea, to the Commissioner of the Nuddea Division (No. 64); dated 25 February 1860.

Sir,

I HAVE the honour to report that Bishto Ghose, the Jemadar of lattials in Mr. White's Factory, of Bansberriah, who was summoned in the Bansberriah case (in which Mr. White was punished), has appeared and given his defence. He has been convicted of the crime, and sentenced to six months' imprisonment, being the same punishment as was assigned to others of similar guilt.

2. Previous to the decision, the plaintiffs had put in a razeenamah in the case, Bishto Ghose having offered to give important evidence in the case of Seetul Turufdar, if allowed to go free in this case. Mr. Drummond rejected the razeenamah. I have now the honour to request that an application be made, with all practicable speed, to Government, for a conditional pardon to the prisoner, the condition being that he should give full evidence in the case of Seetul Turufdar.

From Lord *H. U. Browne*, Under Secretary to the Government of Bengal, to the Commissioner of the Nuddea Division (No. 929); dated 14 March 1860.

Sir,

I AM directed to acknowledge the receipt of your letter, No. 63, dated the 6th instant, and in reply to inform you that the Lieutenant Governor is pleased to give a promise of pardon to the prisoner Bishto Ghose, on the condition that he gives full, true, and material evidence in the case of Seetul Turufdar.

—No. 12.—

From *J. Forlong*, Esq., Indigo Planter, to *E. H. Lushington*, Esq., Officiating Secretary to the Government of Bengal; dated 24 November 1859.

My dear Sir,

THE enclosed correspondence will duly reach the Honourable the Lieutenant Governor through the usual channel of the Commissioner and the magistrate of this district. As I am anxious, however, that the letters should come without delay under the Lieutenant Governor's notice, may I beg you will be good enough to hand them to him, and also acquaint yourself with the same. I feel assured that the letters addressed to the magistrate and to the Reverend Mr. Blumhardt will meet with Mr. Grant's approval. A most extraordinary impression has gone abroad that Mr. Grant is extremely hostile to indigo planters, and has a desire to put a stop to planting altogether. This, I know, is a mere idle tale, insidiously circulated among the people, but still, most strange to say, it is among the ryots very widely credited.

In this country, and especially in an indigo district, an Englishman comes in collision with petty interests altogether opposed to European enterprise; every effort is made to place him in a false position, and ryots often set up to assume independent action against him, who know not the meaning of the terms, and who are little better than slaves to their mahajuns. At present, from the high price of everything, the necessaries of life are procured with difficulty by the mass

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mass of the people, and a small talookdar or mahajun, who supplies the ryots with food, sometimes compels them to act against the planter, whose crop interferes with others they wish the ryot to grow, at a rate certainly to the ryot not more remunerative than indigo, however advantageous such crops may be to themselves.

There is no instance of late years of any large zemindar in this district quarrelling with a planter, and in every case where opposition to the planter arises it is to be traced to the middleman, or mahajun, who is in the habit of supplying the ryot with food at rates almost incredibly usurious, and who, under the pretence of releasing the ryot from subjection to the planter, has only the wish to place him more under his own. There are evils and annoyances connected with planting of which I am quite aware, and which are much to be regretted, but they arise from causes not to be overcome by any skill or even liberality on the part of the planters, and which, in the present state of education and morals among the agricultural population, are utterly beyond his control.

I am certain, and that after long years of experience, that the result of an inquiry made by the Lieutenant Governor would show that the condition and general comfort of the ryots in any large indigo district much exceeded what the same class possessed in any district in which indigo planting, or any sort of enterprise making the settlement of Europeans in the district necessary, were unknown.

I trust the Lieutenant Governor will kindly excuse my troubling him as I now do.

From *J. Forlong*, Esq., Indigo Planter, to *L. R. Tottenham*, Esq., Magistrate of Zillah Nuddea; dated 23 November 1859.

Sir,

I beg to send you copies of certain letters I have just sent to the Reverend Mr. Blumhardt, the senior missionary in this district. The letters will, I think, prove to you how anxious I am, and have always been, to see justice done to every ryot connected with the large property under my charge.

In my letter of the 7th I mentioned my anxiety to redress any wrongs the Pathurgatha village ryots had to complain of; but what I said then, as to the ryots being under the influence of people who had no desire they should come to me, has turned out quite correct. The people in question have merely a desire to use the ryots for a time to forward their own selfish views, and create mischief between them and myself as their landlord, thinking that by doing so money would find its way into their hands. Nuzzimooddeen Sheikh, a dismissed jail darogah, and now a mooktear, has had much to do in the way of misleading these ryots. He is known to be a man of the worst character, and is always plotting mischief for the purpose of getting cases, no matter how disreputable, placed under his management. I need not comment upon Mr. Bomwetsch's conduct, for my letter to Mr. Blumhardt says enough upon this subject.

As I hear the ryots, accompanied by Nuzzimooddeen, acting also under the advice of Mr. Bomwetsch, have gone either to Mr. Reid, the Commissioner, or with a view of appealing direct to the Lieutenant Governor, may I beg you will be good enough to forward to the Commissioner copies of the letters I now send you, also copy of my letter to you dated the 7th current, and at the same time solicit the Commissioner to forward the letters to the Secretary to the Government of Bengal, for the perusal of the Honourable the Lieutenant Governor, who, I feel assured, will approve the spirit the letters display.

Mr. Grant's name is now being used by some designing men for the purpose of creating mischief between planters and ryots. I am quite aware how grossly unjust this is to Mr. Grant, and that no man could more resolutely desire to be strictly just and impartial than he wishes to be; but the act shows what mischievous schemes are in operation, when the name of one holding his high position can be used in the unscrupulous way it is. In fact, only yesterday, a gentleman who manages large zemindaries, and who has nothing to do with indigo, told me that recently some hundreds of ryots have asked him if it was the Lieutenant Governor's order that they were not to cultivate any more indigo, a tale which has been most insidiously sent abroad, and, among a strangely credulous people, easily believed.

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From *J. Forlong*, Esq., Indigo Planter, to the Reverend *C. H. Blumhardt*, Kishnaghur; dated 21 November 1859.

My dear Mr. Blumhardt,

As the senior missionary in this important missionary district, I beg to bring the following matters under your consideration:—

Immediately after Mr. Halliday's visit, in May 1858, I wrote Mr. Schurr two letters, dated the 19th and 24th of that month, copies of which I enclose, for the purpose of showing him, and also the other missionaries in this district, the feelings which animated me towards them and their duties, and also my desire to heal discord that had existed, and my anxiety at the same time to secure their co-operation in the way of preventing the slightest act of misconduct on the part of any factory servant, by their reporting it to me, should the same at any time come under their notice.

I am not aware that, since the time I wrote the letters enclosed, anything has arisen in the least calculated to show that my feelings have in any way changed, or that I am less anxious now than I was then to see, as far as lay in my power, justice done to every one; and but lately, you know, when the Bullubpore Mission was in such serious difficulties, that the slightest shadow of hostility on my part would have ruined and made all the expense and pious efforts of years fruitless, I proved the sincerity of my feelings to the missions, by discountenancing the Roman Catholic clergyman, and refusing him either ground to build upon, or any support whatever.

With such feelings towards the missions in my neighbourhood, it has both pained and surprised me to find the Reverend Mr. Bomwetsch, of Santipore, displaying such bitter hostility towards the gentlemen acting under me, and also towards myself. Mr. B. is in fact making himself a mooktear, acting as the agent for any discontented ryot who chooses to go to him; and he lately got up some serious charges against Mr. Sibbald, all of which were dismissed by the magistrate.

You are well aware what a high character Mr. Sibbald possesses, and that there is not a man in India disposed to be more liberal and just, nor is there a man more respected by every one who knows him. I ask you, therefore, what you think of Mr. B. taking up cases against such a man without the ordinary courtesy of communicating with him.

You know that any communication from Mr. Bomwetsch to Mr. Sibbald would have had the most respectful consideration, and Mr. Sibbald would have been glad indeed to have had any misconduct brought to his notice, and would have instantly redressed it.

Mr. B., however, not content with the above, is now acting in a similar spirit with some discontented ryots in the village of Pathurgatha, near Ruttonpore, and has, I believe, forgotten himself so far as to take into his counsels a man named Nuzzimoodeen Sheikh, a discharged jail darogah, and now well known as the most disreputable mooktear hanging about the Fouzdarry Courts at Kishnaghur. Rumour, indeed, says that he intends sending the ryots to complain to the Lieutenant Governor, a measure that would have been most proper if they had failed in getting justice elsewhere, but they have never asked it from me, although I have begged them to come and do so. Now, all this is very sad conduct on the part of a clergyman, and surely I have some reason both to be angry and grieved at it.

I see now no other measure left me but to request you to forward this letter to the Bishop, and point out the impropriety of Mr. B.'s proceedings to him; and also to make him aware, that if a bad feeling does arise on the part of planters and factory servants towards the missions, and discord and mischief result, in place of the kindly feeling I have been so anxious to maintain, neither the responsibility nor reproach will rest with me. I am certain you cannot think me capable of refusing justice to any one who comes to me for it, for no one is more anxious than I am to redress wrongs, and punish my servants when they merit it. But when ryots do not come to me, on the contrary, when they listen to evil counsels, and put themselves, not in the hands of the landlord, but in the hands of a few designing men, who wish to use them for a time for their own selfish purposes, what can I do?

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It is vexatious that Mr. Bomwetsch should act in a spirit not only so unlike the fair, honest, open dealing you could expect from a clergyman, but also with such an utter absence of the courtesy of a gentleman.

I enclose you copy of a letter received not long ago, from one of the most intelligent native gentlemen in Calcutta, the editor of the "Hindoo Patriot," not for the purpose of indulging in any unworthy vanity, but simply to show that, if a native gentleman thinks fit to address me such a letter, it can only have arisen from feelings of not a very estimable nature that the Reverend Mr. Bomwetsch was induced to act towards me with the irregular want of courtesy he has displayed.

From *J. Forlong*, Esq., Indigo Planter, to the Reverend *F. Schurr*; dated 19 January 1858.

My dear Mr. Schurr,

Your kind visit when Mr. Halliday was here was, I trust, only a prelude to the renewal of the intimacy that formerly existed between us.

Let me again say, if, in the heat of the unfortunate controversy which took place, I expressed one word which gave you pain, I greatly regret having done so; and I state this, believe me, in as sincere a spirit as it is possible to do.

To treat any one with a want of courtesy, I think you will do me the justice to admit, is not my wont, and I am sure it gives me pleasure now to free myself from the possible reproach of having used a hasty expression in a controversy with a clergyman, by offering the fullest atonement in my power, in the event of your thinking I was so to blame.

Mr. Halliday's recent visit will, I think, be the means of doing much good; and one most happy result has attended upon it already, in healing discord which so unfortunately prevailed. I believe Mr. Halliday's visit to the missions was a source of much gratification to him.

In all matters relating to the mission, where you think I can do any good, command my services as you like.

You cannot ask anything in which my sympathies, at any rate, will not be with you; and in factory matters, whenever an act of injustice is brought to your notice, please bring it immediately to mine.

Do not scruple about troubling me, for even should what you bring to my notice at any time prove, on inquiry, incorrect, rest assured I have too much respect for the position you occupy as a clergyman, to feel a shade of annoyance at your acting up to what you think a conscientious discharge of your duty.

What I say to you, I equally do so to Mr. Linckè, to whom please send this letter, with my kindest regards.

I intend having the pleasure of renewing my attendance at the Bengalee service on the Sunday morning, and all I can do to give your converts confidence in their intercourse with me, and with kind regards to Mrs. Schurr, believe me to remain, &c.

P. S. Mr. Schurr acknowledged this letter by a short note, showing a very becoming spirit on the part of Mr. Linckè and himself; but thinking that I owed an apology to some other members of the missionary body. This remark called for my second letter, which Mr. Schurr acknowledged to be all that he could wish.

From *J. Forlong*, Esq., Indigo Planter, to the Reverend *F. Schurr*; dated 24 January 1858.

My dear Mr. Schurr,

I have just received your kind note of this morning, and I acknowledge the paragraph in your former letter (to which you refer) did vex me a little.

I thought, after the frank and unqualified terms of my letter of the 19th instant to you, that it was unnecessary. However, my wish is so sincere to have only the most friendly relations with you, that I beg to say, that should any unhappy controversy arise again between the missionaries and planters, and should I interfere at all, I shall do so on broad grounds, and take care to avoid

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the slightest expressions which can be construed into a personal allusion by any one of the missionary body.

In the late, to me, painful controversy, this rule was possibly a little forgotten; and feeling that, at any rate, you might think so, I at once, on writing to you on the 19th, offered to Mr. Linckè and yourself, as my immediate neighbours, the most unreserved expression of my regret, in the event of your thinking I had been to blame. To no one else, however, am I at all aware that I owe any apology. I cannot retract opinions, though I may express and feel regret for having stated them too forcibly, or so as to have given to any one unnecessary pain.

Planters and missionaries going hand in hand, may do much good; their misunderstanding each other, much evil.

What we have lately seen is enough to make all long more anxiously for success to attend upon all missionary schemes, and to bind Europeans of all classes more to each other. And to no class in India do I feel the same respect as to that to which you belong: or so heartfelt a desire to aid any one of the good men of which it consists, in doing what, as a clergyman, he would desire.

Laymen, as well as clergymen, can all do some good in their own little circle; and I have seen sufficient of life, and known also too deeply its sorrows, not to feel where good can be done, how sad it is to sacrifice one hour in idle strife, in place of devoting it to promoting peace and good will.

Again, with every feeling of respect, both to Mr. Linckè and yourself, and kindest regards to Mrs. Schurr, believe me, &c.

P. S. I go to Kishnaghur to-morrow for a few days, otherwise it would have given me pleasure to have called and seen Mr. Vaughan.

From *J. Forlong*, Esq., Indigo Planter, to *L. R. Tottenham*, Esq., Magistrate of Zillah Nuddea; dated 7 November 1859.

Sir,

I AM just favoured with your letter of the 3d, and have had the papers read to me which you have kindly forwarded. The papers bear the impress of what they contain, having been got up by the influence of the mooktear Nuzzimooddeen, much more than by the unbiased feeling of the ryots. Nuzzimooddeen was at Pathurgatha when the police held the inquiries to which you refer, and the ryots were, in fact, tutored by him what to say, his object being to create a quarrel between them and the factory, with the view of the same being profitable to himself. Nuzzimooddeen's statement as to the ryots being prevented coming to me, is quite untrue. On the contrary, I have begged the ryots to come and see me, and it is my earnest desire to redress any wrong under which they may possibly labour, and the ryots well know that I am accessible to them at all times. The Nichindpore head gomashta, Hurris Chunder Mookerjee, is also well known to be about the most respectable trusty servant in this district, and has the best possible name with the people.

To prove, however, how desirous I am to do justice to the ryots, if you would wish to send Baboo Greesh Chunder Bose, darogah, again to Pathurgatha, I will go to Ruttonpore Factory, and the ryots can come before me in his presence, when I pledge myself to see they have the most ample justice done to them.

It is not the ryots at all who are at present disposed to give either you or myself trouble, but certain parties who make use of them for their own selfish purposes, and who think, if they can make any mischief between the factory and the ryots, they will profit in the confusion that may ensue.

I am most desirous to prove to the ryots, as I have always shown, how much I am their friend, and how much I wish to see justice done to them; but if they will listen to evil councils, and not come near me, I cannot redress their complaints as I would wish. Believe me, I am most desirous to be kind, just, and considerate to every ryot connected with the large property under my charge; and I am sure a reference to any of your native subordinates will confirm what I say.

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From *Baboo Hurris Chunder Mookerjee*, to *J. Forlong*, Esq., Indigo Planter; dated 12 March 1859.

My dear Sir,

Extreme press of business prevented my replying to your very excellent letter earlier. I was anxious to write to you at length upon the very interesting subject you have touched upon, and so was looking out for more leisure than I have for some days had.

As regards yourself personally, allow me to add my humble but sincere testimony to that given on any side by every class of people who have known you, or heard much of you, that no English gentleman in Bengal stands higher in the estimation of his native fellow subjects than yourself. In private society, when the system of indigo planting in Lower Bengal forms the topic of conversation, and the conduct of planters is, as is generally the case, condemned, Mr. James Forlong is almost always excepted by name, and so even in public discussions in which our countrymen take any part.

It were to be wished that the generality of your countrymen in India felt as you do for us. The position of an English gentleman residing in the Mofussil is one in which his power to do good is great; his intelligence, and the civilization in which he is bred up, enables him to confer benefits of a nature which the generality of our countrymen, including the highest classes, know not how to extend to each other. You cannot blame us if we measure your conduct and criticise it by a higher standard than we think of testing the conduct of our own countrymen by. It is this principally which, confined with (I confess) party purposes, that will account for the severity of the articles in the "Hindoo Patriot" on indigo planting.

I have mentioned party purposes. You will yourself, I am sure, recognise a sign of future improvement in the capacity manifested of late by some of our countrymen, though very few of them, and their disposition to mix in politics. One cannot interfere, however, in political matters without being more or less a partisan; and I feel sure you will agree with me that it is far better to be a partisan than to be the cold apathetic being Bengalees so often are.

I hope you will allow me sometimes to have the pleasure of hearing from you; for there are many things I would like to address you about connected with matters in the Mofussil, and have your valuable opinion regarding them.

From *J. C. Brown*, Esq., Civil and Sessions Judge of Kishnaghur, and others, to *J. Forlong*, Esq., Calcutta; dated 30 April 1853.

Dear Sir,

With reference and in reply to your letter to us, dated the 25th instant, we are happy to have it in our power jointly and individually to bear witness to the exemplary, gentlemanly, and honourable way in which you always conducted yourself during the period we have known you as a resident indigo planter in this district. Some of us have witnessed, while others have only heard of the high estimation in which you are held, and the respect entertained for you by all those you had under your control and authority while you were resident in this district. Your constant endeavours to ameliorate the condition of the poor and needy that came under your notice are deserving of the highest eulogy.

We regret that the change in your affairs should have deprived us of the pleasure of meeting you occasionally at the station, and we sincerely trust that the commercial engagements you have now entered into may lead to your prosperity and happiness.

P. S.—To my signature attached to the accompanying letter I can add my individual testimony to the uprightness of Mr. Forlong's conduct. During the time I have been Surveyor in the Nuddeah district, I have travelled over I may say every village connected with Mr. Forlong's factories, and I can confidently say that I never heard an European resident in any district so well and so affectionately spoken of by the highest and lowest natives. From the great zemindar down to the poorest ryot all found equal justice at Mr. Forlong's hands. I am enabled to state this from conversations I have had with all the natives of this district, and often since his departure I have heard expressions of regret that

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Mr. Forlong is no longer among them. I desire also to add that, in the prosecution of the public duties of the survey, I have met with every assistance from him, as also his subordinates, and I have no recollection of being obliged to report to him any instance of a refractory ryot, or any individual under him, offering any obstruction to the progress of the Government Survey.

(signed) *Ralph Smyth*, Artillery,
Superintendent of Survey.

MEMORANDUM by *J. Forlong*, Esq., Indigo Planter; dated 25 November 1859.

THIS letter was sent me when I left the district for a few months in 1853, and after I had resided at Kishnaghur for 16 years, keeping that concern and Kotgunal under my own special charge; and upon which two properties there was a population of 2,75,000 people, I may say, nearly all more or less united with the factories. I think the letter shows that I am not likely to be harsh to ryots, or refuse them justice.

From Mr. *John White*, Mohutpore Factory, to *E. H. Lushington*, Esq., Officiating Secretary to the Government of Bengal; dated 25 November 1859.

My dear Sir,

I HAVE just heard that the ryots of certain villages in my Mohutpore Division have been ordered by their talookdar, Prankisto Pal, to go down to Calcutta to present a petition to his Honor the Lieutenant Governor against me, for the purpose of evading their engagements of cultivating indigo. To prevent his Honor from coming to a hasty conclusion and issuing orders without first being duly informed of the circumstances of the case, I take the liberty of addressing you, pledging my honour as a gentleman to the truth of what I am about to state. There are two brothers who own a number of villages in my indigo concerns, named Prankisto Pal and Nobokisto Pal; these men are in deadly feud with each other, and have been for many years past. I had a large tract of land called the Deeper Maut, part of which was cultivated by the ryots of each party; this land was much coveted by both, and very lately I made an exchange of this land with Nobokisto Pal for some equivalent land in return, which gave great umbrage to Prankisto Pal, who was most anxious to possess it. He tried all in his power to induce me to make an arrangement with him instead of his brother, and failing in this, he became most bitterly opposed to me and my factories, forbidding the ryots of all his villages to sow their October indigo, which they were engaged in at the time of this occurrence. There was up to this time no bad feeling between the ryots and the factories, nor does any exist in reality at the present moment, in proof of which I shall here mention what occurred a short time ago. One of the deputy magistrates of this district was in the neighbourhood of the villages above alluded to, and was requested by the magistrate to make inquiry of the ryots if they had any complaints against the factory or my superintendent, Mr. Adam Hume Smith, which he did, and got for answer "they had none, but were ordered to discontinue sowing, and to hold no further intercourse with the factory, under penalty of a fine of 25 rupees for each man. This was given in to the magistrate in a written report by the deputy magistrate, and can be found in the records of his court. This talookdar and his son are now both under bond for 5,000 rupees to keep the peace for one year. They have armed men continually in their employ to enforce their orders. On a former occasion, when Mr. E. Trevor was magistrate of this district, he sentenced the two brothers to six months' imprisonment, with fines, for assembling lattials, of which he had ocular demonstration. A reference to the magistrate here will confirm all I have stated. I beg you will lay the above statement of facts before his Honor the Lieutenant Governor, with the concluding observation that there is a strange impression abroad in this district that Government are opposed to indigo planting, and have determined to put a stop to it, and that those who assist in so doing will find favour in their sight. This report has, I think, been spread by designing men for their own advantage.

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MEMORANDUM.

Mr. Forlong was informed in a demi-official letter that the Lieutenant Governor was sorry to hear that so unfounded an idea had gone abroad as to his supposed hostility to indigo planters, his desire being to do equal justice to all classes. The Lieutenant Governor is not aware of ever having done or said anything which if not misunderstood would account for such an idea being prevalent.

Should Mr. Forlong be coming down here, it would give the Lieutenant Governor much pleasure to see him.

MEMORANDUM.

Mr. White was informed, in a demi-official letter, that there was no danger of the Lieutenant Governor's coming to any conclusion on the complaints of the people alluded to upon their mere petitions. In such cases either complainants are referred to the local authorities, or a report, after inquiry, is called for from those authorities.

It was intimated to Mr. White, that the Lieutenant Governor was sorry to hear that there was an impression in his district that the Lieutenant Governor was opposed to indigo planting. The Lieutenant Governor wishes, as every one else does, the rights of all persons of all classes to be respected, and all persons to be protected from violence or oppression; and when any case is brought to his notice, in which he thinks it necessary to enforce these principles, he does so without the slightest regard to the class of person who may happen to be interested in that particular case. Sometimes such cases may have to do with indigo, and sometimes not. The Lieutenant Governor does not think that a point of any consequence. And so far from being opposed to indigo planting in general, the Lieutenant Governor thinks that, if conducted on wholesome and sound commercial principles, with due regard to the rights of all parties, it must be a great benefit to all concerned and to the country at large.

— No. 13. —

From Lord *H. U. Browne*, Under Secretary to the Government of Bengal, to the Editor of the "Hindoo Patriot" (No. 7341), dated 23 December 1859.

Sir,

WITH reference to the article in your issue of 10th instant, headed "Indigo Planting in Nuddea," I am directed to inform you that the Lieutenant Governor will be much obliged by your communicating the names of the persons referred to, on whose authority the statements in that article were made, to the Commissioner of Police, Calcutta, who has received instructions to forward their statements to the local authorities at Kishnaghur.

2. The Lieutenant Governor trusts that, for the sake of the interests of justice, the parties will not hesitate to communicate full particulars to the Commissioner.

From Lord *H. U. Browne*, Under Secretary to the Government of Bengal, to the Commissioner of Police, Calcutta (No. 7342), dated 23 December 1859.

Sir,

WITH reference to the accompanying copy of a letter this day addressed to the Editor of the "Hindoo Patriot," I am directed by the Lieutenant Governor to request that you will be so good as to take down the statements of the parties whose names may be communicated to you by the Editor, and forward them to the local authorities at Kishnaghur for investigation.

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From the Editor of the "Hindoo Patriot," dated 31 December 1859.

THE Editor of the "Hindoo Patriot" has the honour to acknowledge the receipt of Under Secretary Lord H. Ulick Browne's letter No. 7341, of the 23d instant, and with reference thereto to state, that he will make every endeavour to induce the parties concerned to appear before the Commissioner of Police, Calcutta, for the purpose mentioned.

The Editor of the "Hindoo Patriot," however, begs leave to observe, that no statements were made in the article noticed on the writer's own authority, or on that of any one else, the paper containing only comments upon a Government letter which furnished the facts.

From *S. Wauchope*, Esq., Commissioner of Police, to the Secretary to the Government of Bengal (No. 3), dated 5 January 1860.

Sir,

WITH reference to your letter No. 7342, of the 23d ultimo, directing me to take the statements of the parties whose names might be communicated to me by the Editor of the "Hindoo Patriot," I have the honour to forward copy of a letter addressed to him by me and of his reply, sending me a number of ryots from the Kishnaghur District, who state they had come to Calcutta to seek justice from the oppression of certain indigo planters in that district.

2. Although these ryots are evidently not the persons on whose authority the statements in the issue of the "Hindoo Patriot" of the 10th December were published, I have taken down in writing what they had to say, and beg to enclose their statement for the orders of the Honourable the Lieutenant Governor of Bengal

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From *S. Wauchope*, Esq., Commissioner of Police, to the Editor of the "Hindoo Patriot," Bhowanipore (No. 1072), dated 29 December 1859.

Sir,

WITH reference to the letter No. 7341, of the 23d instant, from the Under Secretary to the Government of Bengal to your address I have the honour to inform you that if you will be so good as to let me have the names of the correspondents to whom you refer in the article headed "Indigo Planting in Nuddea," I shall be happy to take their statements at any time or place which may suit them best, so that they may suffer as little inconvenience as possible.

Bhowanipore, "Hindoo Patriot" Office,
4 January 1860.

THE Editor of the "Hindoo Patriot" has the honour to acknowledge the receipt of a letter dated the 29th ultimo, from the Commissioner of Police, Calcutta, and in compliance with the request contained therein, begs to send some persons concerned in the matter alluded to in the articles headed "Indigo Planting in Nuddea," in the recent issues of the above journal. They are not the identical individuals referred to in Mr. Secretary Lushington's letter No. 6124, of the 23d October last, to the address of the Commissioner of Nuddea, but they will probably be able to throw some light on the cases treated of in the letter.

Other individuals interested in those inquiries accompany, whom the Commissioner of Police, if he thinks fit, may examine. The Editor of the "Hindoo Patriot" understands that Umbica Churn Biswas and Okhil Chunder Biswas named in Mr. Secretary Lushington's letter are somewhere in Hatkhola in Calcutta.

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DEPOSITION of *Sheikh Khosal Mundol.*

THE information of Sheikh Khosal Mundol of Patorghatta Gobindopore, taken upon solemn affirmation by me S. Wauchope, Esq., one of Her Majesty's Justsees of the Peace, in and for the town of Calcutta, at Fort William in Bengal, the 5th day of January 1860, who, on solemn affirmation, saith: I live in the village of Patorghatta, thannah Hattea, zillah Kishnaghur. Our village is a very long distance (10 or 12 coss) from Hanskhallee, and what has taken place there we know not anything of our own knowledge. I know nothing of Seetul Turufdar or what has become of him.

The factory of Ruttonpore is about two or three coss distant from my village. It belongs to Mr. Goldsmith, who is under Mr. Forlong, who stays at Nichindipore. Mr. Goldsmith has committed much oppression on the ryots of my village. On the 13th of last Kartick, by Mr. Goldsmith's orders, Judoo Roy, the Dewan of Huttra Factory, seized Chunder Biswas and Boroo Mundol and Anundo Biswas and Sheikh Jumeent; the last of whom made his escape from Ruttenpore Factory. The other three were taken away and since then we have seen or heard nothing of them. The reason why these men were seized was, that the indigo planter wished them to sow indigo by force which they refused to do. Then the indigo planters' people, to compel them and us who refused to sow indigo did all sort of oppression, looted us, and placed elephants and lattials from the factory in various places, so as to damage our crops and ourselves. We were about to petition the magistrate, and in order to compel us to settle the matter, the planter carried off the men in question. We petitioned the magistrate but received no advantage from it. The magistrate was a friend of all the planters and would not listen to us poor men. I believe the Kotwallee zillah darogah made a mofussil inquiry. What report he made I know not, but we got no justice; and whether the three men are dead or alive I know not. There are 14 of us who have fled from our village who are here present. We have fled because we are so oppressed by the indigo planter Mr. Goldsmith, acting under Mr. Forlong, that we can in no way stay in our village. We can relate no other particular instance of persons being kidnapped from the village, but, in all sorts of manners, fines and dues are extorted from us. We are forced to sow indigo, and on our not doing so are oppressed. We cannot sow indigo for we are not paid a sufficient sum for it to keep ourselves and our families.

Sheikh Khosal Mundol × (his mark).

The under-mentioned 13 individuals having also appeared before me, state that they can give no additional facts regarding kidnapping ryots, but confirm Sheikh Khosal's statement regarding the manner in which they are oppressed by Mr. Goldsmith and Mr. Forlong, and Nobin Chunder Biswas and Judoo Roy. They state that they came to Calcutta for justice, and with them about 50 others. That they presented a petition to the Lieutenant Governor on Saturday, the 31st December 1859, and the rest, not being able to support themselves in Calcutta, have gone home.

From *S. Wauchope*, Esq., Commissioner of Police, Calcutta, to the Secretary to the Government of Bengal (No. 12), dated 9 January 1860.

Sir,

WITH reference to your letter, No. 7342, of the 23d ultimo, and in continuation of mine, No. 3, of the 5th instant, I have the honour to report that the Editor of the "Hindoo Patriot" having forwarded to me 11 ryots of the Kishnaghur District, I have taken the statement of the man amongst them who was best acquainted with the circumstances attending the alleged kidnapping of Situl Turreefdar by Mr. Hampton, of Hauskholee Indigo Factory, and have sent it, with the names of others, to the magistrate of Kishnaghur.

2. I believe, however, that everything now communicated to me has already been reported to the Kishnaghur police.

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From Lord *H. U. Browne*, Under Secretary to the Government of Bengal, to th Editor of the "Hindoo Patriot," (No. 395), dated 27 January 1860.

Sir,

With reference to the second paragraph of your letter, dated 31st ultimo, I am directed by the Lieutenant Governor to inform you that the article headed "Indigo Planting in Nuddea," which gave rise to this correspondence, appeared in your issue of the 17th December (page 396), and not in that of the 10th, as stated in my letter, No. 7341, dated 23d of that month, an error occasioned by a misprint of the date of your paper at the page above mentioned.

2. I am desired to request that you will be so good as to communicate to the Commissioner of Police the names of the correspondents alluded to in the article now indicated, in order that their statements may be taken, and forwarded to the local authorities at Kishnaghur.

"Indigo Planting in Nuddea.

"The publication of the Bengal Secretary's letter on the doings of the planters and magistrates of zillah Nuddea, has induced some of our correspondents, who are personally acquainted with the cases commented upon, to communicate to us a few facts relative to them. The Lieutenant Governor, our readers will remember, directed that strict search should be made for Seetul Torufdar, the missing man. We are informed that all search for the man in this world would be vain. He was kidnapped near the Hanskalee Factory of Mr. White, which is under the superintendence of Mr. Hampton, of Patkabariah notoriety. He was first taken to that factory severely wounded. He was thence conveyed to the Bidjlee Factory, belonging to the same concern, in zillah Jessore. He died some time ago at the latter place.

"The Mr. Howell, who figures so conspicuously in Mr. Lushington's letter, was formerly a road overseer. He obtained his deputy magistracy through some of the occult influences which reigned so strongly in Mr. Halliday's court. Raised to that high dignity, it occurred to him that fit homage thereto should be exacted in the mode discovered by the North Western Provinces' officials. He always carried with him a whip in the streets, which he applied to the back of every one who did not, meeting him, salaam him. Men of respectability, if of weak appearance, were not exempted from this display of magisterial authority. This man's incompetence and partiality have created universal dissatisfaction; and even the planters, whose tool he has become, do not speak very respectfully of him."

From Lord *H. U. Browne*, under Secretary to the Government of Bengal, to the Commissioner of Police, Calcutta (No. 396), dated 27 January 1860.

Sir,

I am directed by the Lieutenant Governor to acknowledge the receipt of your letters, Nos. 3 and 12, dated respectively the 5th and 9th instant, and in reply to inform you that if any of the persons who subscribed the deposition taken by you are still in Calcutta, they should be directed to prefer their complaints to the local authorities.

2. I am desired at the same time to forward to you the accompanying copy of a letter this day addressed to the Editor of the "Hindoo Patriot," from which you will perceive that the article in that newspaper, to which allusion was intended, was incorrectly indicated in the first instance, owing to a misprint in the issue which contained it.

3. Should the Editor furnish the names of the correspondents mentioned in the article now pointed out, you are requested to be so good as to take down their statements, and transmit them to the local authorities.

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— No. 14. —

PETITION received from certain Inhabitants of Magoorah, in Zillah Jessore, dated the 3d January 1860.

Complaining of the oppressions of the indigo planters.

ANONYMOUS PETITION received from the Inhabitants of Magoorah, in Zillah Jessore, dated the 4th January 1860.

Complaining of the oppressions practised upon them by the indigo planters, and praying for the appointment of an efficient magistrate to the subdivision of Magoorah.

Head Quarters, Chota Nagpore.—RESOLUTION (No. 138), dated the 21st January 1860.

READ a petition from Ram Gopaul Byssos and other inhabitants of Kalleeghaut, Seekdar Parrah, in the district of Nuddea, dated 21st December 1859, complaining of oppression and plunder on the part of Mr. White, the owner of the Bansbariah indigo factory.

Ordered, that the petitioners be referred to the regular tribunals for redress.

RESOLUTION (No. 164), dated Camp Chota, Nagpore, the 24th January 1860.

READ a petition from Rambrokhomo Para, talookdar, zillah Jessore, complaining against the oppression practised by the indigo planters at Magoorah, and praying for redress.

Ordered, that the petitioner be referred to the local authorities.

RESOLUTION (No. 301), dated Fort William, the 10th February 1860.

READ a petition from Ramthurun Mundul, Moocheram Mundul and others, inhabitants of Sharbari, thannah Hatra, zillah Nuddea, complaining of their lands having been forcibly cultivated with indigo, under the orders of Mr. Forlong, against whom they preferred a complaint to the magistrate of the district, but have not received proper redress.

Order.—Ordered, that the petitioners be informed that, as the case is reported by them to be *sub judice*, the Lieutenant Governor declines to interfere.

RESOLUTION (No. 480), dated Camp Bankipore, the 23d February 1860.

READ a petition of Seetul Sircar and others, inhabitants of Kæjeory, thannah Shahajadpore, in zillah Patna, complaining against Mr. John Fahek, one of the indigo planters of Seethpore, in Patna.

Order.—Ordered, that the petitioners be referred to the local authorities for redress.

— No. 15. —

ABSTRACT TRANSLATION of a Petition from Gurub Mundle and others, of Adodiah and other Villages in Thanna Handra, in Zillah Nuddea, dated 13th Pous 1266.

STATE that Mr. Hill, indigo planter of the Nischeendeepore factory, having purchased Rultonpore and other factories situated in the petitioners' villages, is practising great oppressions on the people; that they obtain no redress from the

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magisterial authorities of the zillah, who, being friends of the planters, dismiss the complaints instituted by the petitioners, while the planters, on being informed that the petitioners had complained against them, get angry, take possession of all their property, and compel them to forsake their habitations. That Beeroo Mundle, Anund Biswas, and Chunder Biswas were arrested and carried off by the planters, and it is not known to this time whether these persons are now living. That nothing has been done in the matter by the present magistrate. That the superintendent and native servants of the above factories are persons of notoriously bad character, and constantly commit murder and plunder. That the Budmashes retained in their employ plunder the property of the ryots in open daylight.

That the factory gomastah and amlah forcibly compel the petitioners to cultivate indigo without paying them any remuneration, and the ryots are also forced to sow indigo in the lands prepared by them for the cultivation of paddy, &c.

That the factory amlah extort money from them on several pretences, and the ryots are compelled to pay fine for their cattle which the factory men seize and carry away from the road. That they forcibly cut off the trees belonging to the petitioners, without paying them anything. That the ryots are not allowed to take water for their use from the river or from tanks without paying a certain fee to the planter. Pray that they may be relieved from the oppressions described above.

PETITION from the Inhabitants of Thanna Handra, Zilla Nuddea, to the Honourable the Lieutenant Governor of Bengal, dated the 20th January 1860.

THE humble petition of the undersigned inhabitants of zillah Nuddea, thanna Handra,

Respectfully sheweth,

1. That your petitioners are sorely oppressed by the proceedings of the superintendents and other servants of the Handra indigo concern, the manager of which, on the part of the proprietor, Mr. Hill, is Mr. James Forlong.

2. That these servants of the indigo concern would compel them to grow indigo, and on noncompliance with their demand, use every devices of oppression to coerce your petitioners into compliance.

3. That on application to the police for aid and protection, your petitioners are refused such aid and protection.

4. That on complaining to the magistrate of the district their complaints are not heeded.

5. That your petitioners have brought these circumstances to your Honor's knowledge by petition, but although many days have passed, your petitioners are not aware of any orders having been passed on their petition.

6. That those attempts on the part of your petitioners to obtain protection and redress have further incensed the servants of the indigo concern abovenamed, who, to revenge themselves and to make your petitioners submit to their demands, have collected armed men and posted them near about the villages in order to intercept and seize and carry away to the factories your petitioners and other similarly obnoxious persons.

7. That further, your petitioners' families are being molested by the paths leading to their homesteads being dug up, and by the trees covering their houses being cut down, and insulted by menaces.

8. That from motives similar to the above, men have been seized and carried away from the village of Patturghatta, and several men were assaulted and wounded in the village of Beerpore, and your petitioners expect no better treatment.

9. That under these circumstances your petitioners pray for an order on the magistrate of zillah Nuddea, directing him to take prompt action upon the petitions presented to him by your petitioners.

Lieutenant

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Lieutenant Governor's Camp, Hazareebaugh.—Resolution (No. 231), dated the 30th January.

Read two petitions, dated respectively the 10th and 20th instant, from certain inhabitants of zillah Nuddea, complaining against the oppressions of the indigo planters of the district.

Order.—Ordered, that the petitioners be informed that on any occasion of oppression or injustice being really committed to their injury, by any person whatsoever, they can complain to the magistrate, adducing evidence to prove the truth of the complaint, when, if their proof is satisfactory, the offenders will be punished. Petitioners need not fear, that true cases, supported by true evidence, will not be justly tried, whoever may be the accused party; or they may prosecute the persons who injured them or the employers of such persons, or both, for damages in the civil courts of the district, no matter to what class they belong; and if they prove their case, they will be reimbursed by the judgment; or they may take both civil and criminal action simultaneously if they please. All this the petitioners can do in the local courts, when a true ground of complaint exists. But it is of no use to make vague and general complaints to Government without proof. For no one can tell how true or how false such complaints may be.

If petitioners contract to cultivate indigo, and take advances, they must expect to be required in a lawful way, by the other party, to fulfil their contracts; but no one can force them to contract, if they do not wish to do so.

From *E. H. Lushington*, Esq., Officiating Secretary to the Government of Bengal, to the Commissioner of the Nuddea Division, (No. 223), dated Camp Hazareebaugh, the 30th January 1860.

Sir,

I am directed to forward to you in original two petitions dated respectively the 13th Pous 1266, and 20th instant, from certain inhabitants of zillah Nuddea, and to request that you will be good enough to inquire into and report upon the allegation therein made of ryots having been illegally seized and forcibly carried off from their villages.

2. This is the only point in the petition upon which you are now required to report.

3. The return of the petition is requested with your reply.

Petition from the Inhabitants of Nuddea, to the Honourable the Lieutenant Governor of Bengal, dated Calcutta, the 16th January 1860.

The humble petition of the undersigned inhabitants of zillah Nuddea,

Respectfully sheweth,

That your petitioners being sorely oppressed by certain proceedings on the part of certain indigo planters and others, in the district of Nuddea, and having unfortunately met with no redress or protection from the district authorities, respectfully appeal to your Honor for the same.

That your petitioners having refused to take advances for the cultivation of indigo from the Handra concern, the superintendent of which, on the part of Mr. Forlong, the manager, and Mr. Hill, the proprietor, would force them to take contracts at very insufficient rates, were in various ways molested and oppressed, whereupon your petitioners complained to the magistrate. That on the 28th October last Boroo Mundle and Chunder Biswas, ryots of your petitioners' village, were by force carried away by armed people belonging to the factory, and they have not since been heard of.

That their complaints before the magistrate were dismissed (although proved on local investigation), on the ground that that functionary had no authority to interfere in such cases.

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That your petitioners appealed to the Commissioner of the division, who has not yet passed any orders thereupon.

That your petitioners appealed to your Honour.

That your Honour having been pleased to direct the Commissioner of Police, Calcutta, to receive the statements of your petitioners, that gentleman has been kind enough to record them. That these efforts made by your petitioners to obtain justice have irritated the planters, and on the 2d December, Anund Sirdar, of Gobindpore, was carried off. Subsequently, again, on the 8th instant, Oojul Mollah and Patan Shaike were carried away from Soneprokooreah; six other ryots of Soneprokooreah have also been carried off.

That moreover, the factory people have dug up all the paths and avenues of the village, and have resolved to punish all those who may, even by chance, tread upon the ground thus appropriated.

That the police, on being applied to, refuse to interfere.

That your petitioners dare not approach their native villages, as they are sure to be carried off to some factory if they are caught.

That your petitioners are in various other ways, too numerous to detail, oppressed and injured.

That your petitioners, despairing of redress and protection from the magistrate, humbly entreat of your Honour such orders as may suffice for their protection, pending the inquiries now being carried on in the Calcutta police office, which your petitioners doubt not will end in the full establishment of the truth of their complaints.

That your petitioners believe that stringent orders upon the magistrate to receive their complaints, and act promptly thereupon, will, in a great measure, conduce to their protection.

They therefore pray that such orders be passed.

And your petitioners, as in duty bound, will ever pray.

From *E. H. Lushington*, Esq., Officiating Secretary to the Government of Bengal, to the Commissioner of Nuddea, (No. 233), dated Camp Hazareebaugh, the 30th January 1860.

Sir,

In continuation of my letter No. 223, of this date, I am directed to forward to you in original, for report, another petition from certain native inhabitants of zillah Nuddea, complaining of oppression, &c., on the part of the indigo planters of the Haudra concern.

2. The petitioners in this case, you will see, were made to appear for examination before the Commissioner of Police, Calcutta, but this proceeding, I am directed to explain, arose through a misunderstanding of orders given in another case, and Mr. Wauchope was subsequently directed to refer these petitioners to the local authorities of their zillah.

From *A. Grote*, Esq., Commissioner of the Nuddea Division, to the Officiating Secretary to the Government of Bengal, Fort William (No. 47 Ct.), dated Allipore, the 18th February 1860.

Sir,

I have the honour to acknowledge the receipt of your letters, Nos. 223 and 233, dated 30th ultimo, and in reply to report as follows, on the petitions therewith forwarded:—

Letter No. 233, dated 30 January 1860.

Petition from certain inhabitants of Putterghattah.

The purport is that Mr. Forlong's people oppress them in various ways in order to induce them to cultivate indigo, and that they can get no redress from the magistrate nor the Commissioner.

2. The magistrate reports that on the 20th September last Chand Mundal, Pataroo Mundul, and others, of Putterghattah, Gobindpore, petitioned him that Mr. Gow Smith, of Rutunpore factory, and his dependant, Nobind Chunder Biswas, had been trying to force them to cultivate indigo against their will. The magistrate, after inquiry, ordered the darogah, on the 2d October, to tell the ryots to adduce proof of any specific charges they might have to bring. On the 27th

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27th January, the case was struck off the file owing to petitioners' non-attendance, but on the 1st instant, the magistrate had it restored to the file, and ordered the plaintiff to take out subpœnas. The witnesses came in on the 2d, and stated generally to this effect, that defendants took money from them as fines, cut their bamboos, and annoyed them in several ways to make them sow indigo; but they declined, with one exception, to advance any specific charge against the defendants. A case of extortion is still being prosecuted by one of the petitioners, but no witnesses have yet been brought in.

3. A second case from Putterghattah is as follows:—On the 7th November, Nuffer Mundul and Soonder Biswas petitioned the magistrate that Rotoo Mundul and Chunder Biswas had been carried off by Mr. Gow Smith's lattials to Handra, and thence to Ruttenpore, and since which they had not been heard of. The magistrate caused all searches to be made, but in vain. The plaintiffs and their witnesses were sent for on the 30th November, but they could not be found. At last, on the 7th ultimo, the darogah reported that the plaintiffs had engaged to produce the missing persons in three days; but they never appeared before the magistrate.

4. Case 3d.—Again, on the 16th ultimo, Rowaz Mollah and Alady Sheikh, of Putterghattah, petitioned the magistrate that Oozal Mollah and Pata had been carried away by some lattials of the Phoolbarry factory, and the magistrate caused strict search to be made for the missing parties, but with no better success. He ordered the darogah, on the 30th ultimo, to send in the plaintiffs and their witnesses, and the case still pends.

5. Case 4th.—On the 27th September last, the ryots of Putterghattah complained that the factory people were assembling, which the darogah, on the 16th October, reported to be the case, but that the villagers had assembled likewise. A lattial caught in the Phoolbarry factory was tried and put in jail for six months; mochulkahs were taken from the servants of the factory, and from the leading ryots of the villages, to keep the peace for a year.

6. The magistrate reports that Golam Sheik, of Beerpore, petitioned him on the 5th ultimo, that his house had been looted by Mr. Hill's factory people, who had wounded Neeloo Sheikh and two others, and had carried away Mothoora. The darogah could not find the missing party anywhere. Phoolshaha put to the same effect on a separate paper. These cases were all struck off on the 27th ultimo, on default.

Letter No. 223, dated 30 January 1860.

This petition is to the same purport; the only point on which Government wants a report is on the allegation that villagers have been forcibly carried away.

7. The petition of Khosal Mundul to this office was sent to the magistrate by Mr. Reid, with orders to send up his proceedings in the case for inspection after he should have completed them. As yet, the kidnapping case is not decided. I shall extract here paras. 12 to 17 from the officiating magistrate's report. The parties have more than once sent representatives to me, and have been referred to the magistrate, who will spare no pains, if they spare none, to bring offenders to justice.

"Para. 12. The real truth of all these petitions and complaints seems to me, from what I have seen of the district, as I said before, merely to be that they are intended to excite sympathy for the ryots in their real grievance about indigo, or as I have said above, Nuzbooty Ry waste (the only case that I have seen of real importance is Sectul Turrufdar, and I am not quite certain that I know the rights of that yet, not having seen the witnesses myself). They are then followed by complaints and petitions on the side of the factories as an offset. I have a fixed order for each class of case, and I am sure if these ryots, whose petitions I am answering, knew the orders passed by me on the factory petitions, they would allow that the planters might, with an equally good case complain that I give them no redress.

"13. What the real fault of indigo planting is, I hesitate to say, not having sufficient experience of the system pursued in this district to express a decided opinion; but there is a fault, I think, and I believe the planters will in some instances have to alter or modify their present system, viz., pay a little more advance, and take fewer bundles for the rupee, with other minor changes; and therefore, believing the ryots to have good grievance, I am very sorry to see the

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the course some of them pursue to get redress, viz., heaping false complaints, vague complaints and exaggerations on a good case, and so really injuring themselves, by rendering it difficult to pick out an instance where they may have suffered violence.

"14. I explain to them all to be careful to adhere to the truth, and (instead of making vague complaints, as many have done) to refuse their advances, if such be their wish; to adhere to that refusal steadily, and as soon as ever the slightest injury be really done them in consequence, to complain to me. The darogahs have orders to see they are not forced to cultivate against their wish, or molested, and I believe this course has given them satisfaction; at least, they always appeared to me to go away satisfied.

"15. But since the question of advances had arisen there are also instances in the districts which persons who have old grudges to the factories have made use of the ryots as a cat's paw to bring false cases for their own benefit.

"16. The whole question is one of difficulty. There is at present seemingly a run against some factories and not against others, and I have not yet local knowledge or experience enough to understand the subject thoroughly, but I believe that the real grievances are matters which can only be settled amicably, and will soon be so. All I can fairly do, I have done, to protect the ryots from open violence; but at the same time, I have been careful that no deed or order of mine could be construed as leaning one way or other. As I said before, I give an order with regard to the class of petition. Whoever presents it, the same order is passed.

"17. You will perceive that some of the present petitions are among those from whom it has been necessary to take moochulkas, and this fact has great significance, when considered with the petition I am reporting on."

8. The original enclosures of your letters under reply are herewith returned.

RESOLUTION, No. 1260, dated the 26th March 1860.

READ a petition, dated the 16th January last, from Chand Mundle and others, of Nuddea, complaining of the oppressions practised upon them by the indigo planters of the Handra concern, and stating that they have met with no redress or protection from the district authorities.

Read also the following reports thereon, submitted by the Commissioner of Nuddea:—

"The magistrate reports that on the 20th September last, Chand Mundle, Pataroo Mundle and others of Paterghattah, Gobindpore, petitioned him that Mr. Gow Smith of Ruttunpore factory and his dependant, Nobinchunder Biswas, had been trying to force them to cultivate indigo against their will. The magistrate, after inquiry, ordered the darogah on the 2d October to tell the ryots to adduce proof of any specific charges they might have to bring. On the 27th January the case was struck off the file, owing to petitioners' non-attendance, but on the 1st instant, the magistrate had it restored to the file, and ordered the plaintiffs to take out subpœnas. The witnesses came in on the 2d, and stated generally to this effect, that defendant took money from them as fines, cut their bamboos, and annoyed them in several ways to make them sow indigo; but they declined with one exception to advance any specific charge against the defendants. A case of extortion is still being prosecuted by one of the petitioners, but no witnesses have yet been brought in."

It appears that the statements made by the petitioners were general, and that they declined to bring specific charges, excepting in one case, which is now pending, but in which the petitioners have as yet brought in no witnesses; further, that in every case the magistrate has at once inquired into their complaints.

Ordered that the petitioners be informed that there is no reason for the interference of Government in their case, and that it was extremely wrong of them to have made such a false complaint to the Lieutenant Governor, as every application of theirs has been received with attention by the local authorities.

RESOLUTION

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Resolution (No. 1261), dated 26th March 1860.

Read a petition from certain inhabitants of thannah Handra, in zillah Nuddea, dated the 20th January last. The petitioners, who appear to be inhabitants of Patterghatta, aver that having been oppressed by the servants of an indigo factory because they refused to grow indigo, they complained to the magistrate, but their complaints were not heeded by that officer; they also aver that the servants of the indigo factory being incensed at the endeavours of the petitioners to obtain redress against them, and in order to make the petitioners submit to their demands, have collected armed men for the purpose of seizing and carrying away the petitioners and others; have dug up the paths leading to the petitioners' houses, and have cut down the trees overhanging their houses. They further complain that men have been seized and carried away from the village of Patterghattah, and that others have been assaulted and wounded in the village of Beerpore from similar motives.

2. Having caused inquiry to be made, the Lieutenant Governor finds that it is not true that the magistrate has not heeded the petitions of these petitioners. He finds that when certain inhabitants of Patterghattah petitioned the magistrate, complaining that certain persons were trying to force them to cultivate indigo against their will, they were called upon to make specific charges, and to adduce evidence thereto. But nevertheless in only one case would the complainants make a specific charge, which case is now under investigation. In another case, a complaint of kidnapping two persons was made, but the complainants abandoned the case. In another case arising out of a similar charge, inquiries are still pending. And in a fourth case arising out of a complaint of the people of this place a factory lattial was punished, and all parties were bound down to keep the peace. It does not appear that any petition from the petitioners or other inhabitants of Patterghattah were not heeded by the magistrate, and it does appear that when these petitioners were required to reduce their vague complaints to specific charges, and to bring evidence thereupon, only a very few charges were made, on all of which very just and proper measures were taken by the magistrate.

3. It is extremely wrong of the petitioners to have made this false complaint.

4. The petitioners know that when they have any real wrongs to complain of, their cases will always be fully inquired into, if they make a specific charge, and adduce evidence to support it. But vague general complaints cannot be attended to.

Order.—Ordered that a copy of the above Resolution be forwarded for the information of the petitioners.

— No. 16. —

From *E. H. Lushington*, Esq., Officiating Secretary to the Government of Bengal, to the Commissioner of the Rajshahye Division, (No. 5690), dated the 19th September 1859.

Sir,

Bughir Khan and others. Affray with murder, &c.

The Sessions Judge of Rajshahye having submitted to the Lieutenant Governor his remarks to the registrar of the Nizamut Adawlut on the trial noted in the margin, I am directed by his Honor to forward a copy of these remarks for your information, and to request that, in consequence of the apparently very insufficient inquiry which has been made with reference to Mr. Cockburn's alleged criminality in this case, you will immediately depute the present officiating magistrate of Pubna to the spot, and there to make a most strict and searching inquiry as to what part Mr. Cockburn did actually take in this most serious and fatal affray.

2. After the officiating magistrate has spared no exertion to ascertain the exact state of the case, and there should appear to him in consequence sufficient grounds for ulterior proceedings against Mr. Cockburn, he will submit the evidence and proceedings, according to the prescribed practice, for the opinion

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of the Advocate General as to the expediency of committing Mr. Cockburn for trial to the Supreme Court.

3. If, however, such a course should not appear advisable, the magistrate will report the result of his investigation to Government, stating his reasons for the conclusion at which he may have arrived.

From *L. S. Jackson*, Esq., Judge of Rajshahye, to the Registrar, Nizamut Adawlut.

Sir,

Bughir Khan and others. Affray with murder, &c.

I TRANSMIT for the purpose of being laid before the Nizamut Adawlut the record of the trial noted in the margin held at the late Pubna sessions.

2. The case is one of those agrarian outrages not unhappily very uncommon in the district, but in this instance deplorable alike from its apparent origin and from the fatal result.

3. It appears that Mr. W. Cockburn was proprietor of the Chulla concern' thannah Shazadpore, in the subdivision of Serajgunge.

4. Not far from the factory of Chulla is the village of Subgachi, owned by several proprietors, Mr. Cockburn holding in farm the share of one of them.

5. Mr. Cockburn, it seems, required for the purpose of his indigo cultivation, the ploughs of the Subgachi people, and as they were unwilling to give that accommodation, endeavoured to take it by force. The assistant in charge of Serajgunge, who committed the prisoners for trial, has quite inaccurately observed that it was brought only to make the villagers work out the advances they had received, but it appears quite conclusively, not only from the evidence of the witnesses, but specially from the confessions of some of the prisoners (Mohbutoola, *alias* Mofta, and Bulok), that the Subgachi people were not under advances, and that consequently there was no semblance of right to compel the use of their ploughs.

6. The facts which the evidence appears to establish are these: that on the forenoon of Wednesday the 23d March last, as several of the Subgachi people were at work ploughing their fields to the south of the village, a considerable body of men, 100* or more, were seen approaching, armed, from the direction of the factory. Some four or five of these men came up to within a little distance, and asked the villagers whether they would give the use of their ploughs or no? They said they would not, some of them adding that they had already supplied their ploughs on several occasions without receiving payment, and were then engaged in their own cultivation.

* This number is probably exaggerated.

* The word "sirdara" in this part of the country is always used in the sense of "lattials."

7. The men (sirdars)* then replied they would have to give the ploughs whether they liked it or not, and, it is said, then went to report the result to their employer, who was at a little distance (about 250 yards off), on horseback. The witnesses go on to say that Mr. Cockburn, being apparently excited by the refusal, used abusive language towards the villagers, and after ordering his men to plunder the place and mar the people, rode off towards his factory.

8. This may be the proper place to observe that the assistant magistrate who went in person to the spot, considers it certain that Cockburn was not upon the ground, first, upon certain discrepancies in the evidence, which he has not specified, and second, because from actual inspection he was unable to discover, in the locality indicated, any horse-hoof prints; and I think it my duty to remark, that in the first place, in default of actual evidence to the point, it does not appear why horse-hoof marks should have been observable on the ground after 24 hours had elapsed, in the latter end of March; and in the next place, if there is any one point on which the evidence for the prosecution seems to agree more than upon another, it is as to the first, of Mr. Cockburn having ridden to within a short distance (200 or 300 yards), of the village lands, received the report of his messengers, and then after showing signs of anger, and giving certain orders to his men there assembled, having gone away to his factory, on which the affray begun. To this point I should have occasion to recur presently, but I must say that if the statements of the witnesses on this head should be deemed utterly without foundation, as they have been considered

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considered by the assistant magistrate, it will be impossible to place reliance in any part of their story, and the prisoner will, in my judgment, be entitled to an acquittal.

9. Immediately on receiving these directions, the sirdars previously assembled, began to shout "kali, kali," * and made towards the village; the Subgachi men most of them ran off, some of them first loosening their oxen from the ploughs, and some leaving them as they were.

* This is the lattials' war cry with which they advance upon an enemy.

10. A few, amongst whom were Munim, Kotubdi and Sadoolla Tukee, offered some sort of opposition, by standing and protesting against the attack. The assistant magistrate conceives that the villagers threw clods at the assailants, and it is not impossible that they may have armed themselves for resistance, but there is no evidence of the fact, and at all events it is certain that some of the lattials were hurt, while on the other hand the three men last mentioned were all wounded by means of "surkies," or light spears, Kotubdi and Sadoolla slightly, one in the fleshy part of his thigh, the other in the palm of his hand, but the third, Munim, received in the first place a wound in the abdomen, which was fatal. He turned and fled a short distance, his course being marked with blood, but was overtaken and received another wound in the back, close to the shoulder-blade, which brought him down, and the lattials coming up inflicted a third, and then other wounds. The rest escaped.

11. After this some plunder seems to have taken place, though the evidence is not satisfactory as to this, but undoubtedly the most part of the cattle of the village, upwards of 100 head, were driven off to the factory, whence they or part of them were taken to the thannah-pound of Shazadpore, under one or more challans said to bear Mr. Cockburn's signature, and were afterwards claimed and recovered by their owners.

12. When the aggressors retired the villagers came back, and some of them went to the assistance of Munim, who was found by his cousin Jeetoo Sheikh (witness No. 15,) nearly prostrate upon his face and knees, evidently dying. He was taken up and carried to his home, where, after some inarticulate or barely articulate attempts at speaking, and after taking a little water, he almost immediately died.

13. It is stated by Jeetoo, also by the prosecutrix, widow of the deceased, and by his mother, Chundra Bam (witness No. 36,) that with his dying breath Munim declared that he had received his mortal injuries from Bughir Khan and Luckun (prisoners 1 and 2,) at the command of Cockburn, but I find it impossible to place any reliance in this statement.

14. The friends of the deceased then prepared to carry his remains to Serajgunge, and after an altercation with two burkundauzes, who sought to make them proceed by a road which lay through the factory lands (with the purpose, as they conceived, of getting the body into Mr. Cockburn's power), they carried their point, and reached Serajgunge that evening. There information reached Mr. Harvey, the joint magistrate, and the body was subjected to medical examination, the result of which is detailed in the evidence of Luchmun Gree, the native doctor (witness No. 32), and leaves no doubt of the manner in which the deceased came by his death.

15. There has been in this case no investigation by the mofussil police, Mr. Harvey having gone in person to the scene, where he arrived only the next evening, and at once entered upon his inquiries, which have resulted in the commitment of the prisoners, of whom four have been acquitted by this court, in concurrence with the law officer.

16. As to the remainder of the prisoners, the evidence appears ample for conviction; in the case of Goomani alone the identification is slight, and might not probably suffice if it were not most strongly confirmed by his own confession, recorded before Mr. Harvey, the assistant magistrate, to which of course the court will refer, as it accompanies the record.

17. Before me the prisoners have all pleaded not guilty, and for the most part have endeavoured to set up *alibis*, but without success. Bughir Moolook, Kudum and Gomani (first mentioned) have declined to call any witnesses, and as to the others not a single one has substantiated any point in their favour. As to Lall

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Khan, against whom the evidence for the prosecution is least conclusive, his own witnesses show that he was a factory servant, and do not in any way support his *alibi*. He is also warned in the confessions; he is a man of somewhat singular appearance, having been originally an up-country brahmin, and recently converted to Mahomedanism. Punchoo is identified by Kotubdi (witness No. 1), specially as the man who wounded him; as to Bumin (No. 12), who has been identified by five witnesses, two of whom knew him by name, he chose to examine only one witness in his defence, who proved that he was a servant of the factory.

18. Bughir Khan, who is stated to be (as indeed his appearance and manner denote) the factory jemadar (of lattials when required), was undoubtedly one of the foremost in the attack upon the village, and I think there is good reason to believe that he inflicted at least one of the wounds which was fatal to the prosecutrix's husband Munim Sheikh. I would therefore propose in his case a sentence of transportation for life.

19. For the rest, as to whose degree of criminality I do not see much ground for establishing distinctions, I would propose a sentence of 14 years each, imprisonment with hard labour in irons.

20. There are observations upon this case which I think it my duty to make, and in which I trust the Superior Court will concur. One of them relates to the insufficiency of the joint magistrate's proceedings as to the proprietor of the factory. In a case so very serious as the present, in which the direct evidence was so strong against that person, where moreover the assistant magistrate has himself recorded that the "factory had collected men for the attack," and also that Mr. Cockburn had sent the plundered cattle to Shazadpore, thus indisputably connecting him with the offence, both before and after the fact, regard being had to the whole circumstances of the case, it does appear to me that further proceedings in regard to Mr. Cockburn were called for, and that the fact or the degree of his guilt should have been made matter for the decision of a jury. It seems to me that a total failure of justice in such a case as this reflects seriously upon the administration of the district, and that it will be hard to make native zemindars responsible for any crimes committed by their dependants, if in the case of an English planter, seriously compromised in a matter of this description, no steps whatever are taken to bring the offender to trial.

21. The next point to which I must advert is the conduct of the two police burkundauzes on this occasion, and to the manner in which the assistant magistrate has dealt with it. I have already on more than one occasion stated my strong objection to the system of "Mudud*" burkundauzes, that is, two very inferior policemen sent down ostensibly to watch the proceedings of specified persons, but who are usually domesticated with the persons whom they are supposed to watch, and naturally end by neither preventing a disturbance, or affording the least assistance when it takes place, either to the parties assailed, or to their own superiors in the subsequent investigation.

*Mudud, assistance men sent ostensibly to keep the peace without favour to either of the contending parties, but who do not once in fifty times act firmly in this spirit.

22. This is precisely what has happened in the present case. Two burkundauzes, deputed (as Mr. Harvey proclaims) to prevent breaches of the peace, allow a force of lattials to be assembled before their faces, accompany them as amateurs throughout their day's proceedings, and finally, it would seem, do their best to prevent the case from coming in its actual and proper shape before the magistrate.

23. The assistant must have come to one of the conclusions regarding these men, either that they were helpless and blameless, which indeed he seems to say, but in that case they should have been made witnesses in the case, and ought to have given most important and unimpeachable testimony, or else they must be considered as accomplices in the crime, at any rate grossly failing in the performance of their duties, but then they ought to have been put upon their trials, and either committed to the sessions, or summarily dealt with under his general powers, by the assistant, with powers of joint magistrate.

This is neither a deposition upon oath nor a defence. It is a kind of statement without prejudice.

24. Neither of these things has he done. The burkundauzes have laid their statement or "Istifsar" taken, and there as far as they are concerned the case has rested.

25. It is evident that Mr. Harvey has not been wanting in activity, and I know

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know he is not deficient in shrewdness, but the inquiry has not in these points been closely and judiciously followed up. It may not be matter of surprise that a young officer should fail in these qualities (I mean judgment and decision), but certainly his shortcomings ought to be made up by the vigilance and determination of his superior in charge of the district. It seems too much the case even in difficult cases, and in respect of the most inexperienced officers, to give way to a feeling of *laissez faire*, and to abstain from all interference with the proceedings of subordinates. This is a misfortune to the public, and also unfair upon the young officer, as either his faults and omissions are not corrected, or perhaps when corrections have taken place, they are roughly handled by superior officers, who must consider that in theory all officers exercising the judicial powers of a magistrate are alike.

26. Upon this subject the court may perhaps think it worth while to direct a communication to be made to the commissioner of the division, or even to Government.

From *H. B. Lawford*, Esq., Officiating Registrar of the Nizamut Adawlut, to *E. H. Lushington*, Esq., Secretary to the Government of Bengal (No. 548), dated 16 September 1859.

Sir,

I AM directed by the Court to forward to you, for the purpose of being laid before his Honour the Lieutenant Governor, the accompanying copy of a letter, dated the 15th ultimo, from the Sessions Judge of Rajshahye, referring the trial of Bhoga Khan and others, charged with murder, wounding, and plundering, with the remarks recorded thereon by Mr. Samuells, who concurs with the Sessions Judge in the opinion that the employment of two burkundauzes for the purpose of preventing an indigo affray is absurd. He is of opinion that a party of military police, with an European officer, civil or military, should, when practicable, be invariably employed on such duties.

REMARKS by the Presiding Judge on the Trial of Bhoga Khan and others.

THE evidence against the prisoners 1, 2, 3, 4, 5, 6, 8, 10, 11, and 12, is of a much more satisfactory character than we usually have in these affray cases. I cannot doubt that they formed part of a body of armed men which proceeded from Mr. Cockburn's factory towards the Gabgachee village for the purpose of compelling the ryots to plough the factory lands; that after some altercation, and upon the refusal of the villagers to work for the factory, they attacked the deceased and his fellow villagers, with surkies and latties, killed the deceased and wounded two of the villagers, the others flying before them and offering no opposition.

Bhoga Khan, *alias* Majun, appears to have taken the most prominent part in the outrage; and the evidence of his having inflicted at least one wound on the deceased is clear and consistent. The widow of the deceased stated, when examined by the joint magistrate immediately after the occurrence, that her husband had murmured the names of Bhoga Khan and Lall Khan, as those of his murderers, before he died. Punchoo Khan is satisfactorily proved to have wounded Ketabdee. Who wounded Sadoolla seems uncertain: he himself was unable to say. That the prisoners went to Gabgachee village armed with deadly weapons, which they were prepared to use upon any opposition, and that they were all united in a riotous manner in the prosecution of one object, and that an illegal one, seem certain. I therefore convict them all of wilful murder, and looking to the intention of the various prisoners, fairly inferable from the nature of the case, as the rule for apportioning the punishment laid down in Section LXXV. Regulation IX. of 1793, sentence Bhoga Khan to imprisonment for life in transportation beyond sea; Panchoo and Lall Khan to fourteen years; and the others to ten years' imprisonment, with labour in irons, and in banishment from the district.

I concur with the Sessions Judge in the opinion that the employment of two burkundazes for the purpose of preventing an indigo affray is absurd. A copy of the Sessions Judge's letter of reference, and of this judgment, will be sent to the Government of Bengal, with an expression of the Court's opinion that parties of military police, with an European officer, civil or military, should, when practicable, be invariably employed on such duties.

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I do not agree with the Sessions Judge in his censure of Mr. Harvey's proceedings relative to Mr. Cockburn. I have gone carefully over the papers, and I think Mr. Harvey was justified in the conclusion at which he arrived, that Mr. Cockburn was not on the ground where the affray took place either before or during the affray. The persons who first gave information of the murder did not mention Mr. Cockburn as having been present. Mr. Harvey was on the spot next morning, and made the people point out to him the locality of the attack. He saw the marks of the men's feet distinctly, and if they could be seen, the impression of a horse's hoof could have been seen also, but there was nothing of the kind visible, although the ground, Mr. Harvey says, was soft in one at least of the places which were particularly pointed out to him.

Whether evidence might not have been procured of Mr. Cockburn being an accessory before the fact, it is quite impossible from a mere perusal of the record to say; certainly when a body of armed men issue from a factory and proceed to use force against the ryots of a neighbouring village to compel them to work for the factory, there is a strong presumption that the owner or manager residing in the factory must have employed them on their unlawful errand, and the magistrate should always in these cases direct his attention to this point; but I see nothing on the record to induce me to conclude that Mr. Harvey has neglected his duty in this matter, or to compel me to bring his conduct unfavourably to the notice of Government; on the contrary, I have been much pleased with the energy and intelligence which are apparent in Mr. Harvey's proceedings, and must say that I have seldom seen an affray case better investigated.

From *G. G. Morris*, Esq., late Joint Magistrate of Pubna, to the Secretary to the Government of Bengal, dated 12 November 1859.

Sir,

GOVERNMENT AND JAUBEE BEWA, *versus* BAGA KHAN AND THIRTEEN OTHERS.

CHARGED—With being concerned in an affray in which Mymen Sheikh was killed, Ketabdee and Sadoollah wounded, and the cattle of the Gabgachee villagers plundered.

THE "Englishman" newspaper of yesterday's date contains the report of the case noted in the margin, from which I perceive that a copy of the Sessions Judge's letter of reference, and of the judgment of the Nizamut Adawlut, have been sent to the Government of Bengal. As the letter of the Sessions Judge, Mr. Jackson, contains some apparently severe animadversions on my conduct, or rather want of conduct, as joint magistrate of Pubna, and superior of Mr. Assistant Harvey, in connexion with this case, I beg to submit, in justification and explanation, the following observations for the consideration of his Honour the Lieutenant Governor of Bengal.

2. The Sessions Judge, looking only to the criminal record before him, appears to regard me as merely an uninterested spectator of the case, in consequence of whose want of vigilant and judicious supervision of his assistant's proceedings, and *laissez faire* system, insufficient steps were taken to bring Mr. Cockburn, the proprietor of Challa factory, to justice. The Sessions Judge could not have been ignorant that this case must necessarily, at its outset, have been reported to me by Mr. Harvey, and by me again to the commissioner of the division. What further communications passed between Mr. Harvey and myself could easily have been ascertained on reference, and had Mr. Jackson adopted this course he would have been informed that Mr. Harvey kept me informed demi-officially of his proceedings; and that, in regard to Mr. Cockburn's connexion with the affair, I particularly desired that a statement might be sent, showing what proofs could be brought of Mr. Cockburn's participation, either directly or indirectly, sufficient to warrant his being included as a defendant in this case.

3. His Honour is aware that in the month of July 1858 I was engaged for a fortnight at Challa in investigating charges of oppression, &c., brought against Mr. Cockburn, and in determining the serious disputes between him and Mr. Barry and the Pakrassee and Sandyal zemindars. The punishments which I inflicted on Mr. Cockburn's servants were upheld on appeal, and my proceedings were approved by Government. The main and real point of contention, however, related to the farm of a number of villages in the neighbourhood of Challa, which, it appeared to me, the Pakrassee zemindars had originally given to Mr. Cockburn; but, on learning of Mr. Barry's hostility to Mr. Cockburn, these zemindars ignored their previous lease and gave a fresh one to Mr. Barry. I was satisfied,

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satisfied, after local inquiry, that Mr. Cockburn had taken and been in undisturbed possession of these villages prior to the interposition of Mr. Barry on the strength of the second lease. In the Act IV. case that arose on this point, I gave a decree accordingly in favour of Mr. Cockburn; and in consequence of this decision, and looking also to the moral effect of my presence, which had assured the ryots of receiving protection from the authorities, I entertained great hopes that there would be no further cause of inquietude in connexion with Challa. Unfortunately Mr. Jackson, on appeal of the Act IV. case, took an entirely different view of it, ousted Mr. Cockburn, and gave Mr. Barry possession. Thus the old feud was renewed, and the consequences that followed were such as might have been anticipated. I would here beg also to remind his Honor that the circumstance of my visiting Challa, and taking the investigation of all the cases relating to Mr. Cockburn out of the then deputy magistrate of Serajgunge, Mr. Mackenzie's hands, into my own, led to a very unpleasant disagreement between that officer and myself. Mr. Mackenzie was greatly dissatisfied with this act of authority on my part, and the matter ended in his removal to another district. Mr. Harvey succeeded Mr. Mackenzie, and was vested with the full powers of a magistrate, as joint magistrate of Serajgunge. He had been with me at Pubna as assistant, and was well aware of all the proceedings that had occurred, as well as my own and the Sessions Judge's view of them. I had therefore every confidence in Mr. Harvey's experience and ability in the event of another complication at Challa. The opinion recorded by the Nizamut Adawlut of Mr. Harvey's "energy and intelligence" has shown that that confidence was not unfounded.

4. When, then, the case at Gabgachee arose, it will be easily understood why I refrained from any personal interference, but contented myself with requesting Mr. Harvey to report the circumstances to me, and more particularly those affecting Mr. Cockburn. I was glad to see that immediately, on the occurrence of the fatal affray, Mr. Harvey hurried to the spot, and before any line of policy could be adopted by either party, elucidated the real facts himself. The Sessions Judge, adhering only to the letter of the record, and to the evidence of the witnesses examined by him, does not attach that credit to Mr. Harvey's local investigation, and to his reasons for acquitting Mr. Cockburn, which the Nizamut Adawlut have justly done. It is surprising to me, with his knowledge of the previous animosity existing on the part of the native zemindars towards Mr. Cockburn, that the Sessions Judge should draw no distinction between the value to be attached to the evidence of the witnesses of the prosecution in regard to the actual affray, and in regard to Mr. Cockburn's actual presence. Nor is it apparent why the Sessions Judge, who has convicted all the prisoners, "should find it impossible to place reliance on the statement of Jeetoo, also of the prosecutrix, widow of the deceased, and of his mother, Chundra Bewa (witness No. 36), that, with his dying breath Monim declared that he had received his mortal injuries from Baga Khan and Lal Khan (prisoners Nos. 1 and 2, at the command of Cockburn)," and yet arrive at the conclusion that, "if the statements of the witnesses on this head" (*i. e.*, Cockburn's presence and demonstrations of anger and command at the scene of the affray), "should be deemed utterly without foundation, as they have been considered by the assistant magistrate, it will be impossible to place reliance in any part of their story, and the prisoners will, in my opinion, be entitled to an acquittal." I have no doubt that, had a sufficient interval elapsed, the witnesses on the spot would have given just as direct and straightforward evidence in condemnation of Mr. Cockburn, before Mr. Harvey, as they subsequently did, several months later, before the Sessions Judge. When, therefore, in answer to my communication, Mr. Harvey informed me that, after careful investigation, he had come to the conclusion that there was not sufficient proof on which to bring a prosecution against Mr. Cockburn to a successful issue, or to prove his complicity in the affray, and that he had accordingly released Mr. Cockburn from detention, and committed the principal assailants to the sessions, I felt satisfied with his decision, and did not deem it necessary to look into the minor or collateral parts of the case. Under these circumstances, and looking to the remarks of the Nizamut Adawlut, I trust his Honour the Lieutenant Governor will acquit me of the charge of supineness and want of supervision, in a case of such importance, which the Sessions Judge has thought fit to bring against me, and which I have this day learnt only for the first time in the columns of a newspaper.

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From *F. Gouldsbury*, Esq., Commissioner of the Rajshahye Division, to the Officiating Secretary to the Government of Bengal (No. 212), dated 24 January 1860.

Sir,

With reference to your letter, No. 5690, dated the 19th September last, and its enclosure, I have the honour to forward a copy of one from the officiating magistrate of Pubna, of the 13th instant, No. 24. together with a copy of the report furnished by the assistant magistrate, Mr. Harris, who made the inquiries directed during the time he was officiating as magistrate of the district.

2. It will be seen that, after making a full and searching inquiry on the spot where the affray occurred, and in its neighbourhood, Mr. Harris was unable to obtain any reliable evidence of Mr. Cockburn's direct complicity in the case; and I must add my opinion to that of the presiding judge of the Nizamut Adawlut (of which a copy is appended), to the effect that the censure passed by the Sessions Judge on Mr. Harvey's proceedings was wholly undeserved.

3. The case was promptly and thoroughly investigated at the time it occurred. Mr. Harvey was on the spot 10 hours after the affray took place, and spared no pains to elicit the true facts. It may therefore be presumed that, had Mr. Cockburn taken an active part in the affray, as alleged by the opposite party, sufficient trustworthy evidence of the fact would then have been obtained, but there was no such evidence, as will appear from the following extract of Mr. Harvey's report on the case:—

"Although in my own mind I had concluded, from the discrepancies in the evidence, that Mr. Cockburn could not have been on the spot, yet, to put the matter beyond a doubt, I made a searching examination of the ground he was alleged to have ridden over, and although the land was in such a state that I could distinguish the prints of a number of men's feet, yet I could not in any one single place see the prints of horses' feet, either with or without shoes; one place especially, where the plaintiff and witnesses pointed out as soft and likely, even there they could not show the prints of any horses' feet."

4. This seemed to me conclusive as to the falsity of the plaintiff's assertion that Mr. Cockburn had directed the attack on the village in person, and I did not consequently consider it necessary at the time to order further inquiries; I was quite satisfied that Mr. Harvey, who is an active and intelligent young officer, had neglected no means of arriving at the truth.

5. The case, though serious and fatal in its results, was a very simple one. About 25 or 30 men, of whom some, if not all, were armed, went from Mr. Cockburn's factory of Challa to the village. They tried first by persuasion, and then by force, to get the ryots to bring their ploughs, but the latter refused, and began to pelt the party with clods, while retreating towards the village. The factory people followed them up, and the deceased was struck just as he entered the village, receiving three or four separate wounds from a "*soolfee*." They then passed through the village, wounding two more of the ryots, and carrying off all the cattle.

6. It may be presumed that Mr. Cockburn was not ignorant of this party having left his factory with such an object, and in so far he may justly be held blameable, but I can find no sufficient grounds for ulterior proceedings against him.

From *H. Muspratt*, Esq., Officiating Magistrate of Pubna, to the Commissioner of the Rajshahye Division (No. 24), dated 13 January 1860.

Sir,

From Secretary to Government of Bengal to Commissioner, No. 5690, dated 19th Sept. 1859.

With reference to the correspondence noted in the margin, I have the honour to forward, in original, the report called for, prepared by Mr. Harris, assistant magistrate, who made inquiries on the spot during the time he was officiating as magistrate of the district.

Mr. Harris clearly points out great discrepancies in the evidence of the witnesses,

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nesses, who were the parties aggrieved in the case; I do not therefore consider it proved at all that Mr. Cockburn was on the spot either before or during the time the affray took place. It will be seen from Mr. Samuells' decision, that when complaint was first made of the affray, no mention was made of Mr. Cockburn having been on the spot. I therefore cannot but think that the witnesses must have been tutored to say that Mr. Cockburn rode up, appeared very angry, and ordered his people to mar the ryots. This bit of the evidence is exactly repeated by each witness, but on cross examination as to the colour of Mr. Cockburn's dress and horse, and as to the route he took after giving orders, differs so materially, I do not think that any dependence can be placed on any of the evidence as to Mr. Cockburn having ridden to the spot and given the order for the attack. Commissioner to Magistrate, No. 763, dated 12th October 1859.

2. As regards Mr. Cockburn's being an accessory before the fact, there is no evidence at all on this point. Although I cannot but suspect that Mr. Cockburn must have been aware that his servants were going out to force the ryots to give their ploughs, and, as he resided so close to the place, he is morally guilty of not looking properly after his servants.

3. As regards Mr. Cockburn's being an accessory after the fact, there is strong presumption that he may have known how the cattle had been seized, but still there is no direct proof on this point; and though Mr. Cockburn has sold the factory since the affray to the zemindars, whose ryots were the parties attacked in the affray, yet Mr. Harris was unable to obtain any clue to Mr. Cockburn's conduct in the case, or knowledge of what had taken place.

4. Under these circumstances, and also laying great stress on the opinion given by Mr. Samuells, a judge of the Sudder Nizamut, copy of which is enclosed, I consider that there is no evidence against Mr. Cockburn, and therefore I do not forward the papers of the case.

5. The difficulty of punishing the instigators to affrays demands, I think, the serious attention of the Legislative Council.

The servants of Mr. Cockburn in this case did not commit an affray for any end of their own, but manifestly for the advantage of their employer; and I would propose that in all cases in which the proof of the affray shows that it took place solely for the advantage of the assailant's employer, and that the employer cannot prove that he knew nothing of the matter, and that the employer did not aid the magistrate in bringing the offenders to justice, that the property regarding which the affray took place should be confiscated to Government.

6. As it may appear that delay has occurred in preparing and forwarding this report, I have the honour to state that the letter of the Government of Bengal was received on the 28th October; that Mr. Molony, then officiating magistrate, was shortly after removed to Jessore on the 28th October; and that Mr. Harris, the assistant magistrate in charge, applied to the Commissioner to know if he was to investigate the case, or let it remain till Mr. Molony's successor arrived.

7. Besides these reasons, the original papers of the case were only received back from the Sessions Judge on the 27th ultimo, and the assistant magistrate had to compare the evidence given before him with that given in the previous trials before the Joint Magistrate and Sessions Judge.

From *G. L. Harris*, Esq., Assistant Magistrate of Pubna, to the Officiating Magistrate of Pubna, dated 9 January 1860.

Sir,

I HAVE the honour to report the results of the re-investigation of the late Gabgachee affray case, as carried on by me, in accordance with the Commissioner's memorandum of the 12th October 1859.

2. Beyond the fact of the men who committed the affray being his servants, I have been unable to detect any direct complicity on the part of Mr. Cockburn.

3. I may mention that the plan adopted by me in collecting the evidence was to ride in person every morning to the villages between Gabgachee and Challa

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factory, and interrogate whomsoever I happened to meet on the road, or found engaged in the ordinary avocations of home. All whom I got in this manner were then brought to my tent, where their depositions were taken on oath.

4. Almost the entire mass of the evidence thus collected by me bears only on the single point of Mr. W. Cockburn's actual presence on the field. On that point I have to make the following observations:—

1. Witness Jeetoo says—Mr. Cockburn went in the direction marked A D upon leaving the field. Dookhyram and Ramchundro Chungo give A B as the direction in which Mr. Cockburn went away, and Rohim Pramanik, Anundo Chundo and Sadoolah, say A. These are discrepancies which I cannot reconcile with the truth, for the men were so close to Mr. Cockburn (see map) that it is impossible they could differ so widely from one another if they were really deposing to what they say.

Bishunath Ghose. Golok Sircar. Kallee Pramanik. Januki Bewa.

Jogur Aurut. Kisto Pramanik. Haroo Soonderi. Ilotun Bewa.

2. The witnesses named in the margin, who deposed to having seen the men, say that no Saheb was among them.

3. Kelabdee (one of the men wounded in the affray) deposed on oath before Mr. Harvey that Mr. Cockburn was riding a red horse, and that he wore a black hat and black clothes. Before me the same man swore that Mr. Cockburn was on a white horse, and that his dress was white. Regarding this man's perjury, I have no doubt you will pass the necessary orders.

4. One man (Anundo Chundo), who says he saw Mr. Cockburn come on and go off the field, declares he did not hear him give any order. Now, this man was standing as close to Mr. Cockburn (for I made him point out his exact position) as Jeetoo, Sadoolah and others, who depose to having heard the order.

5. I find from the old papers of the case, which came to hand after my investigation, that Mr. Harvey placed Mr. Cockburn on his defence, and on this point acquitted him. Mr. Harvey says, although in my own mind I had concluded from the discrepancies in the evidence, that Mr. Cockburn could not have been on the spot, yet to put the matter beyond a doubt, I made searching examination of the ground he was alleged to have ridden over; and although the land was in such a state that I could distinguish the prints of a number of men's feet, yet I could not in any one single place see the prints of horses' feet, either with or without shoes. One place specially, where the plaintiff and witnesses pointed out as soft and likely, even there they could not show any horse's imprints. "Mr. Cockburn I acquit, as far as my court is concerned, of being concerned personally in the riot."

6. The accompanying is an extract from the Nizamut Adawlut's decision in this case.

7. I have therefore come to the conclusion, that to place Mr. Cockburn again on his defence on this point would be useless, and out of the question.

8. I now come to consider the evidence against Mr. Cockburn as an accessory before or after the fact.

9. I may mention, by the way, that, a few days after the affray, Mr. Cockburn sold the Challa concern to the Sandeals of Sollop, who are the present proprietors of it. These Sandeals were having continual disputes with Mr. Cockburn, which disputes finally resulted in the affray.

10. I made every endeavour to procure the evidence of persons who were servants of Challa factory in Mr. Cockburn's time, and with this object made personal inquiries at the various factories around Challa, including those at Serajgunge, Jamirta, Mohungunge, &c.

11. I succeeded in getting only four Boona coolies, who knew nothing of the matter.

12. It may not, perhaps, be wondered at that I did not succeed in getting any of Mr. Cockburn's old servants, when we consider the length of time that has elapsed, the affray having occurred in March 1859, a few days after which Mr. Cockburn left that part of the country, and the concern fell into the hands of other parties (*i. e.* the Sandeals).

13. From

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13. From the evidence of the pound-keeper at Shahazadpore, it appears that the plundered cattle were brought to him, as being found trespassing on indigo, by some Challa people, bearing a challan having Mr. Cockburn's signature upon it. I have been, however, unable to discover any clue which might lead to the apprehension of these men, nor any trace of the challan.

14. But of this there can be no doubt (as I have intimated above), that the affray was committed by persons in Mr. Cockburn's service; and I am certainly of opinion that, if a man allows or takes no measures to prevent his own servants from going about armed with spears, &c. &c., and this at a time when he is at feud with the whole surrounding country (as was the case in this instance), he should be held, to a certain extent, responsible if anything serious takes place.

15. I believe that the servants of the factory in this case would not have armed themselves thus if, in doing so, they thought that they were acting contrary to Mr. Cockburn's wishes; and I certainly think that Mr. Cockburn should on this point be put on his defence.

EXTRACT from the Remarks by the Presiding Judge on the Trial of Baga Khan and others.

"I DO not agree with the sessions judge in his censure of Mr. Harvey's proceedings relative to Mr. Cockburn. I have gone carefully over the papers, and I think Mr. Harvey was justified in the conclusion at which he arrived, that Mr. Cockburn was not on the ground where the affray took place, either before or during the affray.

"The persons who first gave information of the murder did not mention Mr. Cockburn as having been present. Mr. Harvey was on the spot next morning, and made the people point out to him the locality of the attack. He saw the marks of the men's feet distinctly, and if they could be seen, the impression of a horse-hoof could have been seen also, but there was nothing of the kind visible, although the ground, Mr. Harvey says, was soft in one at least of the places which was particularly pointed out to him.

"Whether evidence might not have been procured of Mr. Cockburn, being an accessory before the fact, it is quite impossible, from a mere perusal of the record, to say. Certainly, when a body of armed men issue from a factory, and proceed to use force against the ryots of a neighbouring village, to compel them to work for the factory, there is a strong presumption that the owner or manager residing in the factory must have employed them on their unlawful errand; and the magistrate should always in these cases direct his attention to this point. But I see nothing on the record to induce me to conclude that Mr. Harvey has neglected his duty in this matter, or to compel me to bring his conduct unfavourably to the notice of Government; on the contrary, I have been much pleased with the energy and intelligence which are apparent in Mr. Harvey's proceedings, and must say, that I have seldom seen any affray case better investigated."

E. A. Samuells,
16 September 1859. Judge.

From *E. H. Lushington*, Esq., Officiating Secretary to the Government of Bengal, to the Commissioner of the Rajshahye Division (No. 393), dated Camp Muneer, 18 February 1860.

Sir,

I AM directed to acknowledge the receipt of your letter, No. 212, dated the 24th ultimo, with its enclosure, submitting your report on the case against Mr. Cockburn, of the Challa indigo factory, and to inform you in reply, that as nothing has been discovered which would warrant proceedings being instituted against that gentleman, as being concerned in the affray in question, no further orders appear to be necessary.

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2. I am also desired to state, that, taking into consideration the circumstances now adduced, together with the opinion expressed by the presiding judge of the Sudder Court, which was not before the Government when the instructions of the 19th September, to your address, were issued, the Lieutenant Governor is satisfied that the censure passed by the sessions judge on the officers employed in the investigation in question, was undeserved; and a communication to that effect has been sent to Mr. Morris, late joint magistrate of Pubna, who, separately, directly addressed the Government on the subject.

3. The register of the Sudder Court, in forwarding the copy of the opinion above referred to, represented it to be Mr. Samuells' opinion, "that the employment of two Burkundauzes, for the purpose of preventing an indigo affray, is absurd; and that a party of military police, with a European officer, civil or military, should, when practicable, be invariably employed in such duties." The Lieutenant Governor, I am directed to state, entirely concurs in the propriety of these remarks; and you are accordingly requested to desire the magistrates under your control to give effect to them whenever circumstances permit.

From *E. H. Lushington*, Esq., Officiating Secretary to the Government of Bengal, to *G. G. Morris*, Esq., c. s., late Joint Magistrate of Pubna (No. 394), dated Camp Muneer, 18 February 1860.

Sir,

I AM directed to acknowledge the receipt of your letter, dated the 12th November last, and in reply, to inform you that the explanation submitted by you of your proceedings in the affray case, in which the people of the Challa Indigo Factory were concerned, in conjunction with the remarks of the presiding judge of the Sudder Court on the trial, exonerate you from any blame.

—No. 17.—

PETITION from the Inhabitants of Zillah Nuddea to the Honourable the Lieutenant Governor of Bengal, dated Joyrampore, 16 February 1860.

Most respectfully showeth,

THAT your poor petitioner's village lies in the vicinity of the Lokenathpore factory, the present manager of which is Mr. J. Mears; that Mr. J. Mears is unbearably oppressive towards them.

1st. That two rupees is advanced for every beegah of land which your poor petitioners are compelled to cultivate for indigo; that one beegah measured out to them for the purpose is equal to one-and-a-half beegah of ordinary measurement; that for every plough used by them they are required to cultivate four such beegahs; that they are made to employ themselves in cultivation almost without interruption from the month of Magh to Choit, that is, till the rain falls and indigo is sown; that as soon as the plants come to have four leaves, they are pressed to commence weeding, and are not allowed to cultivate their paddy fields till the month of Joit; that ten beegahs can be cultivated at most with one plough, of which six are taken for indigo, and the remaining four beegahs, which are suffered to be sown with paddy, yield almost nothing, owing to the sowing being unseasonable.

2d. That the working of 20 ploughs is required to prepare one beegah of land for the sowing of indigo, the cost of which is two rupees eight annas; that the weeding charge is one rupee; the price of seed cannot be accurately estimated, varying as it does in different years. It can, however, be fairly recokoned to be, upon an average, one rupee; the cost of reaping and carriage per beegah is eight annas, and the rent is (1-4) one rupee four annas. Thus the total cost of growing indigo on one beegah of land, and carrying the same to the factory, generally amounts to six rupees four annas. In settling the price of plants, the factory amlah pass one cartful of plants for one bundle, so, unless the crop is exceedingly good,

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good, your poor petitioners' produce per beegah may not pass for five or six bundles. Your poor petitioners are paid at the rate of six bundles per rupee. So, for every beegah sown on advance, they incur a loss of four or five rupees, or 16 rupees, or 20 rupees for each plough they use.

3d. Besides the heavy loss your poor petitioners suffer from the planting system, they are obliged to protect themselves from maltreatment from the factory amlah by payment of 8 or 10 rupees a year by way of commission and presents.

4th. The advance being once made, your poor petitioners are ever to stand in debt to the factory; and as the amount of the debt increases year by year, the number of beegahs they are required to cultivate for indigo increases till their utter ruin.

5th. Besides the lands cultivated by your poor petitioners on advance, Mr. Mears cultivates about 1,000 beegahs for Lokenathpore factory immediately at his own expense; of this about 700 beegahs lie in Joyrampore. For these 700 beegahs he has only seven ploughs. The quantity of land which can be cultivated by seven ploughs, is at most 70 or 80 beegahs, so the cultivation of the 700 beegahs, minus the 70 or 80 beegahs cultivated by his own ploughs, falls upon the head of your poor petitioners. This task they are made to do after they have done sowing indigo on the lands allotted to them on account of the advance. Formerly, the cultivation of indigo was not so expensive; then there did not exist the practice of weeding, and the bundle was measured with a chain of three cubits length, instead of its, as above stated, being determined at the pleasure of the factory amlah; the vat, whereof the contents then passed for 150 bundles, now being loaded with one-and-a-half times as much plant, passes for 70 bundles only.

6th. The lands cultivated by Mr. Mears at his own expense in the village of your poor petitioners, are their *jummi* and *bromotur* lands. For these he pays rent at the rate of eight annas per beegah, although the proper rate is 12 annas 3 pie. Besides these lands, he causes an equal quantity of land to be left fallow, without paying any rent for the same; therefore, taking both the cultivated and fallow lands into account, the rate comes to four annas per beegah; on the other hand, your poor petitioners have to pay to the zemindar at the rate of six annas per beegah.

7th. Some of your poor petitioners have bamboo clumps and trees, which the factory people cut and carry away at their pleasure, and never condescend to pay properly for the same. Such even of your poor petitioners as, having no plough or bullock, grow by manual labour plantains, brinjals, &c., do not escape the rapacity of the planter's people.

8th. At the manufacturing season three rupees is paid in advance to cart-drivers. The proper wages of a cart-driver is five or six annas per diem; during a whole day he can carry indigo from the field to the factory twice or thrice. A cartful of plant generally passes, as above noticed, for one bundle; and for the carriage of 100 such bundles the driver is paid 2 rupees 8 annas, out of which the amlah deduct their commission and other dues. Thus, unless the driver works for the period of two whole months, the sum of three rupees advanced stands unliquidated.

9th. The village inhabited by your poor petitioners is held in *ijarah* by the said sahib; that over and above the rental to which he is entitled, as representative of the zemindar, he exacts one anna per every rupee of the rental as his *ijara aree*, a cess positively prohibited by law; that he destroys date plantations and pepper which they grow on their lands, saying that there would gradually be a scarcity of indigo lands if the ryots be suffered thus to appropriate their lands to their own use.

10th. That all these acts of oppression fall very hard upon your poor petitioners, especially as the price of articles of food has risen so high of late years; that to such deplorable poverty most of your poor petitioners are reduced, that although they labour hard from morning to evening they are hardly able to preserve their families from starvation; that if any one be bold enough to apply to the lawful authorities for remedy against these oppressions, the factory people send lattials, take him to the factory, fine him, and exact the fine by the sale of his chattels, or inflict

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inflict on him hard corporal punishment. That truth of these grievances will be made clear by reference to Baboo Obhoy Churn Mullick, deputy collector, deputed to ascertain and give compensation for lands which have fallen in the Eastern Bengal Railway, who has had, during his stay in the neighbourhood, sufficient opportunities of witnessing and hearing of the same.

11th. Your poor petitioners having complained of these acts of oppression to Mr. Reid, the late Officiating Commissioner of Nuddea division, and Mr. Drummond, magistrate of Nuddea, about a month ago, during their late inspection tour, Mr. Mears and Mr. Tweedy, his assistant at Lokenathpore factory, have been incensed against your poor petitioners, and to gratify their revenge have assembled numerous lattials and spearsmen in different factories, viz., Lokenathpore, Ramnugger, Chandpore, Taltolla, and have appointed Wooma Nath Roy, of Mohohurpore, commander of this force, and threaten to plunder and set fire to your poor petitioners' village, imprison and put them to torture in the factory godown, and to do other acts of lawless cruelty.

Under these circumstances, your poor petitioners humbly pray that your Honor will be pleased to take their perilous situation into your favourable consideration, and make some provision for their protection and deliverance from he oppression stated above.

(No. 580.)

RESOLUTION, 28 February 1860.

READ a petition, dated the 16th February 1860, from Takoordoss Bhuttachargee and certain other inhabitants of Joyrampore, Zillah Nuddea, complaining of the oppressions practised on them by Mr. J. Mears, the present manager of the Lokenauthpore Indigo Factory.

Order. Ordered, that the petitioners be informed, in regard to their complaint of the low price allowed for their indigo plant, that the Government cannot interfere with the price which any persons may offer ryots for any sort of crop, and that whether for indigo plant or for any other sort of produce, it is for them and those who deal with them, by mutual agreement, to make their own bargains. Their complaint, therefore, against a certain planter for requiring from them more indigo for a certain amount of money than they can afford to give, is one that Government cannot entertain; as it is optional with them to agree to cultivate indigo, or to decline to do so, or to make what bargains they please in the matter. If they and other ryots and indigo manufacturers cannot come to agreements as to the price of indigo plant, which will be to the advantage of both parties, it will be a subject of regret, but it will not be a matter in which Government can interfere in favour of either party.

With reference to the next complaint of the petitioners, namely, that to protect themselves from maltreatment by the factory servants, they are obliged to pay them eight or ten rupees a year by way of commission or presents, the petitioners are informed that if such bribes are given to induce the factory servants to cheat their master, they are very wrong to give them. If the factory servants, as the petitioners allege, induce the petitioners to give such bribes by threats, they should complain to the master of the factory, who must ultimately be the greatest sufferer by such extortion, and if in consequence of their refusing to pay such bribes any more, they are really maltreated by any one, they should make a specific complaint, supported by proof, to the magistrate, or sue for damages in the moonsiff's court, or adopt both courses. It is futile to make general complaints to Governments in such cases, which no one can know to be either true or false.

As to the consequences of taking advances, it is optional with the petitioners to take advances and to enter into contracts for indigo, or not to do so. In this matter they require no assistance beyond that of the law, which is equally fair to all parties. But if they enter into lawful contracts of their own will, they must expect to be required to fulfil them.

As to the complaint of being obliged to cultivate Mr. Mears' land with indigo, the petitioners are informed that as no zemindar, planter, mustagir, or other person has any right to force ryots to cultivate his lands, unless they have agreed

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agreed to do so for a consideration, the same remarks are applicable. And so of the complaint that Mr. Mears takes and cultivates the *jummi* and *bromotur* lands of the petitioners at an inadequate rent.

If in reality any persons, whether factory servants or others, unauthorisedly cut the petitioners' bamboos and trees, their remedy is to prosecute the wrong-doers in the civil or criminal courts, or in both. Such acts cannot be done without evidence thereof being easily attainable.

If the complaint of the illegal exaction of one anna a beegah is true, the petitioners have remedy by prosecuting in the collectorate courts under Act X. of 1859.

As to the fears of the petitioners from the alleged assemblage of lattials in certain factories in order to punish them for making complaints of aggression, that is a point which, if true, the petitioners should represent to the darogah and the magistrate, giving at the same time proof of the fact. The Lieutenant Governor has no doubt that, if they do so, the district officers will take all proper precautions to prevent outrage.

(No. 581.)

Copy of the above Resolution, and of the Petition to which it is a reply, forwarded to the Commissioner of Nuddea, with especial reference to the last point of the order.

— No. 18. —

From the Inhabitants of Chur Ramnuggur to the Honourable *J. P. Grant*, Lieutenant Governor of Bengal, dated Moorshedabad, Chur Ramnuggur, 7 January 1860.

Honoured Sir,

We, the undersigned, most humbly beg, for the inhabitants of Chur Ramnuggur, to submit before your Honor a statement of our grievances given in, with some details below, and earnestly hope for redress through the gracious interference of your Honor.

Chur Ramnuggur is a Government khas mehal, held formerly by Sheeb Soondree Dassia and others, under a lease, subject to be removed at will; and when, we are happy to say, we enjoyed comparative ease and happiness. Some years ago unfortunate difference having taken place with some of the ryots of the village and the Messrs. Watson & Co., the two parties, Sheeb Soondree and Messrs. Watson & Co. fell out with deadly hatred against each other. In the meantime, Messrs. Watson & Co. applied to the Collector of Moorshedabad for an *ijarah* lease of the said mehal, offering to pay an increase of rent, and notwithstanding all our remonstrances and protestations to the contrary, the collector agreed to let out the mehal on an *ijarah* jumma, and apprehensions we then entertained have now been but too well verified. It would appear from the subsequent proceedings on the part of the managers of Messrs. Watson & Co., that they took the *ijarah* of the said mehal, not so much to facilitate the business of their trade as to wreak their vengeance upon Seeb Soondree, by tyrannizing over the indigent and helpless ryots, many of whom seeing no other hope have since found safety in flight, and in this act the Government officials, whether consciously or not we will not aver, have lent their assisting hand. We will here enumerate few of the acts of their oppression.

They forged Kishun Salie pottahs or contracts for the supply of indigo plants, bearing signatures of illiterate men, and brought cases of violation of such contracts against many of the ryots before the criminal court, two of these having been first dismissed by the Deputy Magistrate, Baboo Sreeshchunder Vidyarutna, and the Sudder Ameen, Baboo Greeshchunder Ghose. Appeals from their respective judgments were preferred before the sessions judge, who in spite of the prohibitions of the existing regulations to hear such appeals, ordered them to be

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re-tried by the magistrate in person. The magistrate, agreeably to the instructions of his superior, sentenced the prisoner to imprisonment, and similarly disposed of the rest. Your Honor is well aware how easy it is to fabricate such documents, and to torment the poor illiterate peasantry of a village; the whole fraud will come to light on an inspection of the records of the case.

2. A dispute having taken place with regard to the sowing of indigo seeds in those lands of ours already sown with pulse and other grains, a case of fictitious murder has been got up, implicating many of us. Further, the magistrate has ordered the police to assist the servants of Messrs. Watson & Co. to sow seeds in the aforesaid lands, a copy of this is herewith appended.

Our village lies within the jurisdiction of Thannah Goas, the late darogah of which place, Baboo Mohun Lal Mozoomdar, was a good man, and would not act according to the wishes of the aforesaid planters, and whom it was their interest to remove. On one occasion, therefore, the police thannah was assaulted with clubs and lattials, with Messrs. Loudon and Loggins at their head, and the case being proved against them, they were summarily sentenced to pay a fine of 10 rupees each. The object of the managers was gained at last; the darogah was subsequently suspended indefinitely for not having assisted them in another case.

4. In another case of dispute with respect to the sowing of indigo, Shohobut Shekh was shot through one of his legs; the case is still pending before the magistrate. Another case of lootteraj has again happened, and it is undergoing local investigation.

Hoping that the above case will meet with your Honor's favourable consideration.

From the Secretary to the Government of Bengal to *A. Grote*, Esq., Commissioner of the Nuddea Division (No. 82), dated 19 January 1860.

Sir,

I AM directed to forward to you, in original, the accompanying petition, purporting to be from certain inhabitants of Chur Ramnuggur, in the district of Moorshedabad, complaining of the proceedings of the local authorities in supporting Messrs. Watson and Co. in compelling them to sow indigo, and to request that you will be good enough to favour the Lieutenant Governor with a report thereon.

2. It is noticed by the Lieutenant Governor that all the signatures are seemingly in one handwriting.

3. The return of the petition is requested with your reply.

From *A. Grote*, Esq., Commissioner of the Nuddea Division, to the Secretary to the Government of Bengal (No. 26 Ct.), dated Allipore, 31 January 1860.

Sir,

WITH reference to your letter, No. 82, dated the 19th instant, which appears to have been addressed to this office through inadvertence, I beg to state that I have this day forwarded it, together with its enclosure, in original, to the Commissioner of Rajshahye, requesting him to submit the required report to Government.

From *F. Gouldsbury*, Esq., Commissioner of Circuit, Rajshahye Division, to the Secretary to the Government of Bengal, Fort William (No. 5 Ct.), dated Berhampore, 28 March 1860.

Sir,

WITH reference to the Officiating Secretary's letter to the address of the Commissioner of the Nuddea Division, No. 82, dated the 19th of January last, which was

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was transferred to this office by Mr. Grote, I have the honour to forward, in original, a letter from the officiating magistrate and collector of Moorshedabad, No. 203½, dated the 17th instant, with enclosures, reporting on the petition purporting to be from certain inhabitants of Chur Ramnuggur, which is herewith returned.

2. Under the circumstances stated in the 3d para. of Mr. Beaufort's letter, it seems evidently objectionable that the farm of the Government estate should revert to Sheebsoondree Dassea, or rather to her manager, Bejaikisto Shaha, who has been inciting the ryots to oppose the present Jessees, Messrs. Watson & Co. I have accordingly instructed the collector to withhold from the former the option of taking the farm at the expiration of the present lease, which he had been formerly authorised to allow her.

From *W. Morris Beaufort*, Esq., Officiating Magistrate and Collector of Moorshedabad, to the Commissioner of the Rajshahye Division, Beauleah (No 203½), dated Berhampore, 17 March 1860.

Sir,

In reply to your letters, No. 166 and 291, of the 9th ultimo, I have the honour to inform you that I directed Mr. Assistant Kean to proceed to the spot and investigate the truth of the statements made in the petition sent to his Honor the Lieutenant Governor.

I have now the honour to submit the report of his proceedings received from Mr. Kean.

A very large proportion of the cultivation of Messrs. Watson & Co.'s factory at Hairampoor belongs to the village of Ramnuggur, and in consequence of differences existing between them and Bejaikisto Shaha, under whose influence the late farmer, Sheebsoonderee Dassea, widow of Gour Soondur Shaha, was; Messrs. Watson & Co. last year, through their manager, Mr. Gordon, offered an advance of 300 rupees for the farm. I recommended the acceptance of the offer, as the late farmer, when given the option, refused to pay what was offered by Messrs. Watson & Co. You sanctioned the arrangement, and our new farmers were installed. From that day to this, however, they have been prevented from collecting their rents, and opposed in every way by Bejaikisto Shaha, whom the ryots are afraid to disobey, because Messrs. Watson & Co.'s lease is for one year only, and they would suffer when the mehal reverted, as under your orders it will next May, to the former farmer upon the expiration of the present lease.

The foregoing explanation will show distinctly the quarter from which this fictitious petition from the ryots has come.

From *H. Kean*, Esq., Assistant Collector and Assistant Magistrate, Moorshedabad, to *W. M. Beaufort*, Esq., Officiating Magistrate and Collector, Moorshedabad (No. 194), dated Berhampore, 16 March 1860.

Sir,

I HAVE the honour to inform you that in accordance with your instructions I proceeded to Thannah Goash, and inquired into the particulars of the petition said to have been signed by the ryots of Char Ramnuggur, and forwarded by them to the Government of Bengal.

In the first place, as regards the allegations of the petition,—

1.—1. Under what circumstances Messrs. Watson & Co. really obtained,* for one year, the izara of Chur Ramnuggur, you are, of course, well aware; you will remember that they offered 300 rupees in excess of the Jumma, as then held by the former izaradar. They have not, however, as you are aware, been able to collect their rents, or indeed to go near the land at all.

* In May 1859.

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2. No remonstrances were made by the ryots at the time of the transfer of the izara.

3. It does not appear that the ryots "found refuge in flight."

II. With regard to the cases of violation of contract, alleged in the petition to be false.—1. That before the deputy magistrate (and which is a case of breach of contract in the supply of gharis, and not of "indigo plants," as alleged) was dismissed in July last, on the following grounds:

"From the nathis of the counterplaint instituted by the ryots against Messrs. W. & Co., for having forced them to sign hath-chittas, it is sufficiently proved that the ryots did not voluntarily agree to supply gharis, the suit therefore is not cognizable by Act VII. 1819, and is dismissed."

2. This decision was appealed against, and the case ordered for re-trial by the sessions judge for the following reason:

"The deputy magistrate has mistaken this case altogether; he had no business to take up the two* cases together; each ought to have been decided on its own merits; instead of which he has mixed up the two cases, and without taking the defence of either party he has dismissed this one. . . . It is therefore ordered, that the appeal be admitted, the decision reversed, and the case remanded to the magistrate, with a recommendation that he take it up himself."—18 August 1859.

* The breach of contract and the counterplaint.

3. In accordance with this order, the magistrate took the case up himself, and the defendants were sentenced to 14 days' imprisonment each, as "it was proved by the evidence for the prosecution and the ekrarnamah filed by the petitioners, that the defendants had taken advances to perform a certain amount of work with their gharis, which they have failed to perform."

4. The other case (of the same nature) was dismissed by the sudder ameen, appealed, and ordered for re-trial by the sessions judge, for the following reasons:

"The sudder ameen quotes the circular order of the 20th May 1836, and says, that by it cases of this nature are not disposable of by the Foujdaree Court, but if he had examined that circular order he would have found that if a party agrees to supply his own carts and bullocks, the provisions of Regulation VII. 1819 are applicable to a suit against him in the Foujdaree Court, and as the agreements filed do not show that the defendants made agreement to supply other than their own carts, his order is incorrect. The appeal is admitted, the decision reversed, and the magistrate is requested to take up this case himself."—18 August 1859.

5. The magistrate sentenced the defendants to 14 days' imprisonment each, for the reasons alleged in the first case.

6. There is nothing to lead one to suppose that the shattahs or contracts in these cases are "forged;" on the contrary, they were not denied at the time they were filed.

III. With regard to the murder case, said to be "fictitious," the facts of the case are as follows:—On the 18th Kartick 1859, Mr. Landall, on the part of Messrs. Watson & Co. sent out from Hazrampore Factory 60 or 70 ploughs, with ploughmen, &c., to sow indigo on the right bank of the Ligal Maree River. While thus engaged, the ryots of the neighbouring village of Kalinuggur turned out, armed with lattees, at the sound of the danka, and resisted the sowing of the indigo, alleging that their *kalai* would be destroyed. Messrs. W. & Co.'s people, being the weakest as to numbers, had to give way, and one of their ryots, by name Pathan Sekh, is said to have been murdered; this happened in the partial affray that occurred. On making a local investigation into the matter, I reported the murder not proved, no sufficient evidence of the actual perpetration of the murder having been adduced; this opinion was subsequently confirmed by the magistrate, but still as Pathan Sekh is up to this time missing, the murder cannot be said to be "fictitious," but merely not proved.

IV. The real order to the darogah of Thannah Goas, was as follows:—

"You will go in person to the spot, and having been informed, in the presence of Messrs. Watson & Co.'s people, and of the ryots of Chur Ramnuggur, what lands on this spot have been sown with indigo before, wheresoever there is no cultivation,

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cultivation, there Messrs. W. & Co.'s people may sow indigo."—29th November 1859.

V. With regard to the alleged assault on the thannah by Messrs. Landall and Login, the real facts of the case are these: Messrs. Landall and Login having to pass Brajyo Kishto Shaha's cutcherry (where armed men were known by them to be stationed), on their way to demand assistance at the thannah, in an assault which had just been committed on Mr. Dalrymple, armed themselves in self-defence with pistols; Mr. Landall being annoyed at the delay made by the darogah in rendering assistance, made use of some angry expressions, which he did not deny, and for which he was fined 10 rupees, and not for assaulting the thannah, as alleged.

VI. The real reasons of the darogah being suspended for three months, and not "indefinitely," as alleged, were as follows:—

1. The jemadar, who was stationed by the magistrate at Chur Ramnuggur, reported to the darogah that "several persons of both sides had assembled, and that an affray was imminent, and called upon the darogah to come at once to the spot, but the darogah never went.

2. The jemadar's report was made on the 17th of the month to the darogah, he however did not send it on to the magistrate till the 19th.

3. A man was reported by the jemadar to have been seized and wounded; the darogah made no mention of the occurrence.

4. The darogah never inserted the report in his roznamcha. For these four reasons the darogah was suspended, and not, as is alleged in the petition, for "not having assisted in another case."

VII. The other two cases mentioned are at present under trial. The first arose out of a second dispute about indigo sowing, and in which the ryots again turned out armed, and Mr. Landall, who was there armed with a pistol, fired once or twice, as he says, "over their heads." Shahamut Sekh is alleged to have been shot in the leg, but is not forthcoming, though he has been repeatedly summoned by the magistrate. The other case is before me, and still pending; it is a case of Lutaraz; I have no doubt of the truth of the charge.

VIII. And now as regards the actual writing and signing of the petition, to inquire into which I more particularly confined myself in the local investigation. I was only able to obtain the deposition of 19 of the ryots, the rest were not to be found; whether purposely concealed or not, I don't know.

1. They all state that the petition was written by a mohurrir, but they all deny knowing his name, his place of residence, or anything about him; now the person who really did write the petition must have been well acquainted with the circumstances of the case, yet they all declare they never saw him before, and he is said to have written the petition in two hours.

2. They all agree in not stating accurately where the petition was written.

3. Most of them state that the petition was written on stampt paper; it is written on plain.

4. Some assert that the stampt paper was procured from the office; others, that the mohurrir supplied it, receiving two rupees.

5. Most of them allege the petition and its signatures were written on one piece of paper; they are really on separate pieces; this statement alone would tend to show that the ryots had never seen the petition.

6. Several of them deny having signed the petition, although their "marks" are attached thereto.

7. They all state the petition was written at Berhampore; the address on the petition is "Chur Ramnuggur."

8. They none of them can state accurately when the petition was written.

9. Some declare the mohurrir took the petition to the post office, others that Panchamandal did so; some assert that he went alone; one man declares he went with him.

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10. One or two can write, yet they never signed their names to the petition.

11. They cannot state the contents of the petition.

For the above reasons, I consider there is no doubt whatever that the ryots never signed the petition; that it was never written in their presence, and that they never saw it; on the contrary, I think it is most evident that it was really written by the other party, who is said in the petition "to have fallen out with deadly hatred against Messrs. Watson and Co."

No doubt that after the petition had been written and sent, a few of the ryots were told that such a petition had been forwarded, and that their names had been affixed thereto.

From *A. R. Young*, Esq., Secretary to the Government of Bengal, to the Secretary to the Board of Revenue (No. 1494), dated 3 April 1860.

Sir,

Petition of certain inhabitants of Ramnugur, dated 7th January 1860; letter No. 5, dated 28th March, from Commissioner of Rajshahye, with enclosure.

I AM directed to forward, for the purpose of being laid before the Board of Revenue, a copy of the papers noted in the margin, relative to a complaint preferred by some of the ryots of Chur Ramnuggur, in the district of Moorshedabad, against the proceedings of the local officers in having given the farm of the village to Messrs. Watson and Co. for the present year, in preference to the old farmer, notwithstanding their remonstrances, thereby giving Messrs. Watson and Co. the power to oppress and compel the ryots to sow indigo.

It appears from the reports of the local authorities that a very large portion of the cultivation of Messrs. Watson and Co.'s factory at Hairanpore belongs to the village of Ramnuggur, and that in consequence of differences existing between them and one Bejoikisto Shaha, who is stated to have possessed some influence over the late farmer of the estate, Messrs. Watson and Co. last year offered an advance of 300 rupees for the farm.

The offer was accepted, and the farm let out for the present year to Messrs. Watson and Co. In sanctioning this arrangement, the Commissioner instructed the Collector to give the former lessee the option of again taking the lease after the expiration of the year. It is now reported that as Messrs. Watson and Co. have been unable to collect the rents from the ryots, owing, it is alleged, to the opposition of Bejoikisto Shaha, the Commissioner has thought proper to cancel his instructions to the Collector.

It may, I am desired to observe, be proper to withhold the option of again taking the lease from Shebsoondree Dassee, the former farmer; but the mere circumstance of the existence of a dispute between Messrs. Watson and Co. and Bejoikisto Shaha, with which it does not appear that the Government is concerned, is no good reason for such an act. The Lieutenant Governor trusts that the local officers have taken no part in any private dispute of this sort in favour of either party. If, however, the local officers have it in proof that the lady in question, or any one on her part, has instigated the ryots not to pay their rents duly for the current season, that would be a good reason for the measure. It is not stated, however, on what authority the assertion is made.

From the account given it seems quite possible that the dispute may be really between the ryots and the lessee for the current year. It is to be gathered that the village of Ramnuggur, which is a Government khas estate, was let for the present year in farm to Messrs. Watson and Co., over the head of the old farmer, not at a jumma fixed with reference to a jummabundee formed with the ryots, but seemingly at a rack rent, after the manner of an auction, because Messrs. Watson and Co., outbid the former farmer by 300 rupees. It is not shown that the legitimate rental of the village, as demandable from the ryots, warranted this increase of jumma, and it is stated that Messrs. Watson and Co.'s object, in bidding so high, was connected with their quarrel with Bejoikisto; whilst it is to be suspected that Messrs. Watson and Co. may have looked for their reimbursement, not to the rental lawfully demandable from the ryots, but to some profit in their indigo manufacturing business. In such a case it is not improbable that the ryots may have just ground of dissatisfaction.

It is new to the Lieutenant Governor to hear of Government farming out its khas mehals in the way of auction, without any form of settlement for the protection

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tection of its ryots, and for the avoidance of all the fatal evils of over-assessment. The Lieutenant Governor had thought that the old principle of making a settlement of khas mehals, and of fixing, in order to the protection of the lawful right of the ryots, the jummabundee of all land in cultivation by hereditary cultivators, and of refusing all offers at rates in excess of what could honestly be realized, according to the jummabundee, was still in force. But though all this may have been done in this case, the reports of the Commissioner and of the Collector do not lead to the inference that it has been done.

If, as seems possible, the village has been farmed without a settlement to the highest bidder, who looks for his reimbursement and profit over and above the lawful rent to illegitimate means, which must cause a corresponding loss to the ryots, a great irregularity and injustice has been committed. If in any case a jumma is assessed, which cannot be paid by legitimate means, the Government drives the malgoozar to resort to illegitimate means. And if such transactions are usual in Moorshedabad, no one need look far to discover at least one cause of the present excitement in that quarter.

This case may be susceptible of most satisfactory explanation, but, as it appears at present, the Lieutenant Governor has thought it right to put the Board of Revenue in possession of it, in order that it may be properly inquired into.

From *A. R. Young*, Esq., Secretary to the Government of Bengal, to the Commissioner of Rajshahye (No. 1453), dated 3 April 1860.

Sir,

I AM directed to acknowledge the receipt of your letter No. 5, dated the 28th ultimo, submitting a report from the officiating magistrate of Moorshedabad, on a petition purporting to be from certain inhabitants of Chur Ramnuggur, complaining of oppressions practised on them by the present farmers of that village, Messrs. Watson and Co., and in reply, to inform you that the case has been referred to the Board of Revenue for inquiry.

— No. 19. —

From *A. Forbes*, Esq., Acting Secretary to the Indigo Planters' Association, to *A. Young*, Esq., Secretary to the Government of Bengal (No. 2), dated 13 March 1860.

Sir,

I HAVE been requested by his Honor the Lieutenant Governor to forward to you the following extract of a letter from Mr. Tripp, manager of the Bamundie concern, to Messrs. R. Thomas and Co., of Calcutta.

"I more than regret to inform you, that the ryots of most of my villages adjacent to those who are all up in arms belonging to the Katcheekatta concern, have commenced with me, and declare they will follow, for better or worse, the example all round. I am much afraid, indeed I am pretty certain, it will in a day or two extend all over the concern, and from what I can learn also throughout Meerpore, which, if correct, Salgumoodia, I am afraid, can't escape. A general rebellion throughout Lower Bengal is, in my opinion, inevitable, unless strict and decided measures are, without delay, taken by Government to put it down. They have solely caused this disaffection amongst the ryots, which has now extended, I may safely say, over the Kishnaghur district, and which, I regret to add, it is entirely out of the planter's power to quell without the aid of Government.

"Unless matters take a favourable turn towards the planters, within a fortnight, not a man's life will be safe, leaving alone the destruction of property that must be the result.

"I would strongly recommend, if Mr. Kenny has started for England, that he be telegraphed for, to return to Calcutta by the first opportunity."

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(No. 927.)

Copy forwarded for the information of the Magistrate of Nuddea.

(No. 928.)

Copy forwarded for the information of the Magistrate of Pubna.

From *H. Muspratt*, Esq., Officiating Magistrate of Pubna, to *A. R. Young*, Esq., Secretary to the Government of Bengal (No. 122), dated Camp Bachamara, 18 March 1860.

Sir,

I have the honour to inform you, that I have just received your Memo. No. 928, dated the 14th instant, and its enclosures.

I have the honour to state, that this is the first intimation of the matter I have received. Mr. Tripp has neither presented any petition to my knowledge, nor has he written to me to tell me what is going on in the Meerpore concern.

I was at Meerpore and in its neighbourhood on the 24th and 25th January, and no complaint was made by the ryots against the planters, nor did Mr. Kenny's assistant make any complaints against the ryots.

I have addressed Mr. Tripp, and requested him to write to me at Pubna, as I intend returning there in two or three days, and I shall start for the spot immediately, whether or no I receive a reply from him, if necessary.

I have not received any reports from the police ghattee, within half a mile of Meerpore, of any probability of a disturbance, or of any uneasy feelings between the planters and ryots.

— No. 20. —

The humble Petition of the Indigo Planters' Association in Bengal to the Honourable the Lieutenant Governor of Bengal.

Showeth,

That your petitioners are largely engaged in a cultivation which they are told, on the highest authority, it is the object of the Supreme Government to foster and encourage. Mr. Wilson, who, in the opening of his Financial Statement of the 18th ultimo, stated that he had in his proposals "the fullest, the amplest concurrence of the noble Earl, the Governor General, and of his other colleagues in Council," also distinctly objected to increase the export duty on indigo, because, among other reasons, "it is one of the few cultivations in India which attract British capital and skill to direct native labour." Mr. Wilson goes on to say, "that is the kind of industry which, above all others, the Government would wish to encourage, and on that account alone they would feel precluded from placing any impediment in the way of its extension. It would be more in consonance with our views to remove what little duty there now is, as soon as circumstances will permit. The value of the influence of European gentlemen settled in our country districts cannot, in our opinion, be over estimated, and it will be the steadfast policy of the Government to encourage it in every way we can."

Your petitioners learn that you yourself, sir, have expressed sentiments similar to those of the Supreme Government on this subject. In a letter, of which we are sorry to say very bad use has been made, you say, "it would be greatly to be lamented if anything should check indigo cultivation, so long as it is a wholesome commercial enterprise."

But at the moment such favourable expressions towards us are being uttered by the Supreme Government, and that of Bengal, we find the manager of the Sindoorie

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Sindoorie concern writing to us, under date of the 21st February, "the ryots are fully under the impression that Government wish to suppress the cultivation of indigo, and will support them against the planter, and they certainly have every reason for saying so, for they are often told so by the police." He also states, that "it is impossible to bring any cases against the ryots in the Mofussil courts, as we cannot get witnesses to prove them; even our servants dare not go into court to give evidence." And on the 29th he writes, "The ryots are at present in a great state of excitement; in fact they are mad, and ready for any mischief. They daily try to burn our factory and seed golahs. Most of our servants have left us from fear, as the ryots have threatened to murder them and burn their houses; and I fear the few that are still with us will soon leave, for the ryots prevent them getting food from the neighbouring bazaars. If some most stringent steps are not taken by the Government at once, none of us will be able to remain in the Mofussil, and then there will be a general loot of the factories, rather a serious state of affairs when you consider what is at stake. Even now it is not safe to ride from factory to factory. The whole country is up; and if it goes on much longer in this way there is no saying what may happen. The police are all against us."

The manager of the Bengal Indigo Company writes, that his assistants are attacked in the open field, and go to their business in fear of their lives. He says, "I never had a difficulty with my ryots except at the instigation of Government officers. I have induced young men of the highest respectability to join the Bengal Indigo Company's employ as assistants; but how can I expect them to remain or carry on business if they are to be maltreated when riding quietly over their cultivation." He states that the disturbances in his concern are owing to the "current belief that the Government is determined on putting a stop to all indigo planting."

The manager of the Neeschindeepore concern writes, on the 15th of February, "For the past four months every indigo property in this district has been, and still is, in the most serious danger; and only great prudence and activity will prevent mischief. An indiscreet order on the part of the magistrate would set the district in a blaze." And again, on the 29th of February, "Some villages of Katcheckatta have begun to behave badly, all caused by the extraordinary outbreak at Lokenathpore, and which is daily getting worse.

The manager of the Carragoda Factory writes, on the 1st March, "I am sorry to say that the ryots of the Soobdy Factory have been told by the ryots of Kadjoorah Factory of the Goldar division, and by those belonging to Ailhass Factory of the Sindoorie division, to join with them to present a petition against us. My ryots said that they have nothing to complain of, whereupon they were told that they would not be allowed to remain in their villages. I am doing my best to keep them quiet; but the whole district is in revolution, and the mutinous ryots say they will not sow indigo, having the Lord Saheb on their side, who has told them they need not sow indigo if they do not like to do so."

But your petitioners would bring to your notice that these are not mere reports unsupported by facts. Mr. Campbell, assistant in the Mulnath concern, was attacked and beaten, and left for dead on the field. Mr. Hyde, assistant in the same concern, was pelted with clods, and only saved himself by the speed of his horse.

The factory houses at Kadjoorah, in the Lokenathpore concern, were plundered and burnt down.

Toltollah Factory, in Lokenathpore, was threatened.

The out-houses of Chandpore, in the Goldar concern, were burned down.

Your petitioners would submit that these outrages are not the effect of any oppression on the part of the planters, for the managers of concerns throughout Bengal have of late years made large concessions to the ryots with regard to payments, being necessitated to do so by the great rise in wages, and increase in the price of articles of food, which has taken place during the last five or six years.

Your petitioners would, moreover, state that neither is it a consequence of the unprofitableness of indigo growing, as has been often stated, and they court the fullest inquiry into this point.

Your petitioners conceive that the cause of the unusual outbreak in many of the quietest concerns in Lower Bengal is the diligent propagation, by a late magistrate of Baraset, among his subordinates and others, of the notion that the

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Government of Bengal intended, by its letter, No. 4516, of 21st July 1859, to the address of the Commissioner of Nuddea district, to aid the ryots, by the police, in evading their contracts to sow indigo.

Your petitioners have received copy of a perwannah, issued to the darogah of thannah Kolarooah, of which the following is a translation :—

(No. 1603.)

To the Darogah of Thannah Kolarooah.

Be it known,

A LETTER of the magistrate of Baraset, dated 17th August 1859, has arrived, enclosing extract of a letter, No. 4516, from the Secretary to the Government of Bengal, dated 21st July 1859, and addressed to the Nuddea Commissioner, which, in referring to certain indigo matters, states that the ryots are to keep possession of their own lands, sowing thereon such crops as they may desire; that the police should take care that neither indigo planters, nor other persons, should interfere with the ryots; that indigo planters shall not be able, under pretence of the ryots having agreed to sow indigo, to cause indigo to be sown by the use of violence on the lands of those ryots; and that if the ryots have indeed agreed to do so, the indigo planters are at liberty to sue them for the same in the Civil Court, the Fouzdaree Court having no concern at all in that matter; for the ryot can bring forward numerous objections to their cultivating indigo, and in respect of their denial of the above agreement.

Therefore this general perwannah is addressed to you, that you may act in future as stated above.

20 August 1859.

Your petitioners would submit that such an interference as the above, between the capitalist and labourer, is unwarranted by the practice of any civilized country. Your petitioners would also remark, that were such an order as the above issued by any magistrate in the manufacturing or mining districts in England, strikes would inevitably occur among the labourers, as much more dangerous in character than those in Bengal, as the Englishman is more dangerous and energetic than the Bengallee.

Your petitioners would observe, that in the case of opium cultivation, where Government holds a similar position to that of the indigo planter towards the ryot, a special law for the fulfilment of contracts for the cultivation of opium was required, and has long been enacted. A special law, Act XIII. of 1859, exists for the punishment of breaches of contract by artificers, workmen and labourers in the towns of Calcutta, Madras and Bombay. A law to provide for the summary enforcement of contracts between workmen on railways and other public works and their employers has just passed the Legislature. If Government, and railway contractors, armed with some of the powers of Government, and receiving assistance from Government officers, and tradesmen in the Presidency towns, who have the advantage of the Supreme and Small Cause Courts, require special laws for compelling the fulfilment of contracts, surely the unprotected Englishman settled in the interior does so much more, and surely this will not be denied to "that kind of industry which above all others the Government would wish to encourage."

Your petitioners would therefore pray for the issue, on the part of the Government of Bengal, of some notification which shall disabuse the minds of the ryots of the idea that it is the intention of Government to interfere in any way with the cultivation of indigo, and that his Honor the Lieutenant Governor be pleased to move the honorable member of the Legislative Council for Bengal to introduce a Bill for the summary trial and punishment of breaches of contract in the Mofussil.

And your petitioners shall ever pray, &c. &c.

W. Wise, Chairman.

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From *A. R. Young*, Esq., Secretary to the Government of Bengal, to the Commissioner of Nuddea (No. 926), dated 14 March 1860.

Sir,

I AM directed by the Lieutenant Governor to forward to you herewith a notification which I am to request you will, as speedily as possible, have very carefully translated into Bengalee, and distributed extensively in those districts of your division in which misunderstanding has occurred, or is likely to occur, in connexion with the cultivation of indigo.

2. You can have any number you require of these notices struck off, either at the Allipore Jail press, or in that attached to my office.

3. You will understand, and the Lieutenant Governor desires that you will be careful to explain to the magistrates to whom you forward these notices, that it is not intended by this notification that the police should interfere for the purpose of enforcing any civil contract. Breaches of contract between indigo planters and ryots can be remedied only in the manner authorized by law. The object of the notification is to do away with a false impression, which there is reason to suppose exists, as to the views of Government in regard to the cultivation of indigo, and which is alleged to have had its origin partly in the injudicious publication of the perwannah submitted with your letter of the 9th instant, in which perwannah an Order of Government was inaccurately represented.

NOTIFICATION.

IT appears from the reports of local officers, as well as from complaints which have been preferred to the Lieutenant Governor by indigo planters, that a misapprehension prevails in the minds of the ryots of some districts as to the views of Government in regard to the cultivation of indigo; and that in some places it has been falsely represented, by designing persons, that the Government is desirous to discourage the cultivation of indigo; and even that the police will protect ryots in the evasion of contracts entered into by them with indigo planters. It is surprising that such foolish reports should have obtained credence. Nevertheless it is proper that they should be authoritatively contradicted. Wherefore it is hereby declared that although it is always optional with ryots to take advances and to enter into contracts for indigo, or not to do so, as they may think best for their own interests, and in this matter they require no assistance beyond that of the law, which is equally fair to all parties, still if they do enter into such contracts lawfully, and of their own will, they must expect to be required to fulfil them. If they dishonestly refuse to act up to their engagements, they will be liable to the lawful consequence of such misconduct.

From *A. Grote*, Esq., Commissioner of the Nuddea Division, to the Secretary to the Government of Bengal, Fort William (No. 74 Ct.), dated Allipore, 16 March 1860.

Sir,

REFERRING to your letter, No. 926, under date the 14th instant, received yesterday, I have the honour to state for the information of Government that the orders communicated have been duly carried out.

2. Twenty-five copies of the accompanying Bengallee notification, the same being a translation of that enclosed in your letter, were forwarded to each of the districts of Nuddea and Jessore by yesterday's post, and 300 more are now under dispatch to those districts. I am also issuing 140 copies to the magistrate of Barraset, whose attention, as well as that of the magistrates of Nuddea and Jessore, have been especially drawn to para. 3 of the orders.

P.S.—The magistrates have been told to indent for further copies if necessary on the Allipore Jail press.

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From *A. R. Young*, Esq., Secretary to the Government of Bengal, to the Commissioners of Dacca and Rajshahye (Nos. 1059 and 1060), dated 21 March 1860.

Sir,

I AM directed by the Lieutenant Governor to forward to you, for distribution to the officers in charge of those districts of your division in which indigo cultivation is extensively carried on, 500 copies of a Bengallee notification, issued by Government in consequence of the excitement at present prevailing in some parts of the lower provinces in connexion with this matter.

2. The Lieutenant Governor expects that the district officers will use their discretion as to publishing this proclamation in their respective districts. Where the erroneous belief, because of which the proclamation was published in Nuddea, does not prevail, the proclamation should not be published. Wherever that erroneous belief does prevail, if the magistrate is satisfied that it will do good, it may be published.

From *J. S. Spankie*, Esq., Magistrate of Maldah, to the Secretary to the Government of Bengal, in the Judicial Department, Fort William (No. 51), dated Maldah, 22 March 1860.

Sir,

I REQUEST you will have the goodness to send me up sundry copies of the Lieutenant Governor's notification to the ryots of Kishnaghur, &c., by dawk post. I shall be glad to receive as many as you consider it possible to send by letter post.

From *A. R. Young*, Esq., Secretary to the Government of Bengal, to the Magistrate of Maldah (No. 1249), dated 26 March 1860.

Sir,

IN reply to your letter, No. 51, dated the 22d instant, I am directed to inform you that 100 copies of the Government notification therein referred to have been despatched to your address by this day's post.

From *A. R. Young*, Esq., Secretary to the Government of Bengal, to *A. Sconce*, Esq., Legislative Member for Bengal (No. 1065), dated 21 March 1860.

Sir,

I AM directed to forward to you herewith a copy of a petition presented to the Lieutenant Governor by the Indigo Planters' Association on the 13th instant, and of a recent correspondence on the subject to which it relates.* Further correspondence and any papers which can be traced in this office connected with the passing of the several Acts referred to in Mr. Grote's letter of the 7th November

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* From Commissioner of Nuddea, No. 62 Ct., dated 6th of March 1860, and Enclosure.
From - - ditto - - No. 70 Ct., dated 12th March.
From - - ditto - - No. 71 Ct., dated 13th March.
To - - ditto - - No. 926, dated 14th March.
To - - ditto - - No. 983, dated 17th March.
To - - ditto - - No. 1024, dated 19th March.
From - - ditto - - No. 78 Ct., dated 19th March.
To - - ditto - - No. 982, dated 17th March.
From Secretary Indigo Planters' Association, dated 13th March.
From Commissioner of Nuddea, No. , dated 21st March 1860.
To - - ditto - - No. 1053, dated 21st March 1860.
To - - ditto - - No. 1,081, dated 22d March 1860.
Petition of Indigo Planters' Association.

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November last, No. 141C., will be sent to you hereafter; and I am to request that you will be good enough carefully to consider the whole subject of contracts between indigo planters and ryots, and that you will favour the Lieutenant Governor with your opinion as to the expediency of special legislation with reference to these contracts, and the nature of the provisions of the Bill, if any, which you would advise to be introduced for adjudicating cases arising out of them.

Cons. 3d March 1829, No. 1, 2.
„ 9th June 1828–30, No. 1–32.
Pro. 8th Sept. 1835, No. 17.
„ 9th June 1835, No. 30, 1.
„ 5th May 1835, No. 1, 2.

From *A. Forbes*, Esq. Officiating Secretary to the Indigo Planters' Association, to the Honourable *J. P. Grant*, Lieutenant Governor of Bengal (No. 2), Old Post Office Street, 21 March 1860.

Sir,

I HAVE the honour to state that I am directed by the central committee of the Indigo Planters' Association to remind you of your promise to their deputation, to consult with Mr. Sconce as to the advisability of introducing a law for the summary punishment of breaches of indigo contracts, and to communicate your decision to the association.

The committee is induced to press this matter upon your consideration in consequence of its having been found that the notification issued by the Bengal Government on the 14th instant has failed to have the desired effect. The committee would suggest that a law should be immediately passed, empowering magistrates to punish with fine and imprisonment any ryot who may be proved to be under advances to sow indigo for this season, and who may refuse to fulfil his engagements.

With this feeling, it is the intention of the Indigo Planters' Association, in case you should not think it proper to recommend the law yourself, to petition the Legislative Council for such a law.

As the matter is very pressing, the committee would beg the favour of an early reply.

From *A. R. Young*. Esq., Secretary to the Government of Bengal, to *A. Forbes*, Esq., Officiating Secretary to the Indigo Planters' Association, dated 22 March 1860.

Sir,

I AM directed to acknowledge the receipt of your letter dated yesterday, and in reply to inform you that the Lieutenant Governor has communicated with Mr. Sconce, as promised, and that he believes that a Bill will be introduced in the Legislative Council on Saturday next, for the summary enforcement of indigo contracts.

From the Lieutenant Governor of Bengal to *A. Sconce*, Esq., Legislative Member for Bengal, Belvidere, dated 23 March 1860.

My dear Sconce,

I SEND you a fair copy of the Bill, which, I think, will do for a first and second reading pretty well as it is; I have tried to introduce the alterations determined on this evening.

My reasons for recommending the Bill are in short these:—

That there is ground for believing that a great commercial calamity is threatened by the feeling which has suddenly manifested itself amongst indigo ryots to repudiate their agreements to cultivate indigo, although advances have been made to and accepted by them, only a short time ago, in the usual manner, and upon the usual understanding, namely, that they should cultivate indigo for the planters at the usual rates. I am myself of the opinion that the indigo cultivators have and long have had great and increasing ground of just complaint against the whole system of indigo cultivation. But if they desired to break off their connexion with that system they should have done so before receiving the

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season's advances. After working off existing engagements, for which they have received the usual advance, they will have it in their power honestly to refuse to grow another plant of indigo unless it is made for their own interest to do so. It will be monstrous if they are not allowed, not merely by the theory of the law, but in effect, to exercise their legal and moral right in this matter. But they have, in my opinion, no moral right, and certainly they have no legal right, to turn suddenly round upon the planters, and with nothing to complain of now, more than they had before, to refuse to do what up to this moment they have led the planters to expect that they would do according to custom and agreement. I conceive, that whether the custom is good or bad, and whether the agreement on the ryot's part be provident or improvident, and whether the general position of the ryot who grows indigo be or be not, for the time being, one of great hardship, no individual ryot has a moral right to break his agreement. And still less can I think that a mass of ryots who have agreed, and accepted advances in the usual manner, have any moral right to combine for the purpose of simultaneously breaking their agreements in order to ruin the other party. Against such a combination,—and for the purpose of saving from ruin, if possible, a great commercial interest, which, however false its position may long have been, has certainly done nothing to the injury of the ryot since the last advances were made and accepted in usual course a few weeks ago,—it appears to me that a law giving a very summary but still a fair trial, and inflicting penal damages on the party who after a fair trial is found to be determined wilfully to break his engagements, is both justifiable and proper. The draft of a law which I enclose does no more than this, but I am of opinion that no law that could be framed regarding indigo planting at the present moment should be more than temporary. Especially, I think that no law in the interest of the planter could, at the present moment, be honestly proposed which should have any effect beyond the season now running on. We all of us know that the system is full of abuses. If we had never heard a word about indigo planting since we arrived in India; if there was not upon record a single case of abuse, on the part of an indigo planter or a zemindar (and in this respect I desire to draw no invidious distinction between one class and another), the mere fact of the existence of the present difficulty would in itself prove that the system is rotten, and that the rottenness consists in this, that in practice the ryot is made to act like a slave, not like a free man. Under a wholesome and fair system of trade there must be in all dealings between two parties mutual gain, or at least the hope of mutual gain, and both parties to every dealing must be free agents. If, therefore, the indigo planting trade were in a wholesome and fair state, and an equal law were practically applicable to the rich and to the poor in dealings between planter and ryot, it is certain that the ryot would be as much afraid of the manufacturer not buying his plant, as clamorous for a special law on his side, as the manufacturer is afraid that the ryot will not cultivate and supply him with enough of the plant, and clamorous for special law on his side. We see that the present struggle on the part of the ryots is to avoid the cultivation of indigo. From this it is certain that ryots who cultivate indigo are forced to do so by illegitimate coercion. The same men who fight for the privilege of cultivating a field with rice, for sale in the open market, are now almost in rebellion in order to escape the calamity of cultivating a field with indigo for sale (if sale it can be called) to the planter.

There must be a thorough inquiry into the whole system. There would have been such an inquiry long ago, I believe, if people had not been afraid of bringing on such a crisis as has now occurred. The system was such that sooner or later a crisis was certain; it has now come in the natural course of things, and there is no longer an excuse for shirking the disclosure of the disease, and the application of the remedy. For these reasons I could recommend no law other than a temporary law, and no law of any sort unless its promulgation to the ryots may be accompanied with a promise of full and thorough inquiry into past practice, and thereafter of a well considered law which shall afford practically equal and complete protection to the ryots as well as to the planter.

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A Bill to enforce the Fulfilment of Indigo Contracts.

Preamble. WHEREAS it is expedient, pending a commission of inquiry into the practice of indigo planting in Bengal, which the executive Government purposes to appoint after the close of the present season of cultivation, to make temporary provision for enforcing by summary process the execution of agreements entered into for the cultivation of indigo plant; and better to provide for the punishment of certain unlawful acts connected with such cultivation; it is enacted as follows:—

Magistrate may, on complaint, issue summons for appearance of a person who has received a cash advance, and delays or neglects to cultivate land according to agreement. I. If any person who has received a cash advance upon his agreement to cultivate indigo plant during the season now current, shall wilfully delay or omit from and after the 24th day of March 1860, to cultivate according to the conditions of his agreement, the whole quantity of land which he has agreed to cultivate, and for the cultivation of which the cash advance was made, it shall be competent to the magistrate to entertain a complaint made to the above effect on oath by the planter who has made the advance, or by any person on his behalf, and to summon the person complained of to appear before him, in order to the investigation of the complaint preferred. If the magistrate has reason to believe that the person complained of will not appear in obedience to the summons, he may issue a warrant for the arrest of such person.

Penalty. II. On hearing the answer of the person complained of, and on taking such evidence as both parties may adduce, if the complaint be established to the satisfaction of the magistrate, the magistrate shall assess a certain sum as damages not exceeding five times the said advance made, and five times the value of any seed that may have been furnished to him for such cultivation, to be paid by the defendant; and failing the immediate payment of the damages assessed, may order the defendant to be imprisoned in the civil gaol for a term not exceeding three months; and may, on the motion of the complainant furthermore proceed to levy the damages assessed from the property of the defendant in the mode provided for enforcing decrees of court under Act VIII. of 1859 (for simplifying the procedure of the Courts of Civil Judicature not established by Royal Charter). Provided, that if the amount of the said damages is paid or levied within the aforesaid term of three months, the defendant shall be released from gaol on that amount being paid or levied.

Proviso.

Penalty for intimidation, &c. III. If any person from and after the 24th day of March 1860, shall by violence, threats, or otherwise, intimidate, or attempt to intimidate any other person who shall have entered into any such agreement as aforesaid, with the intention of inducing such person to break the conditions thereof; or if any person from and after the date aforesaid, shall conspire with any other person or persons for the purpose of causing the breach of any such contract or contracts as aforesaid, he shall, on conviction before a magistrate, be liable to a sentence of imprisonment, with or without labour for a period not exceeding six months, or to a fine not exceeding 200 rupees, or to both; such fine being commutable, if not paid, to a further period of imprisonment not exceeding six months.

Penalty for destroying or damaging crops. IV. If any person shall maliciously destroy or damage, or if any person shall maliciously command, compel, or persuade, or shall with others maliciously conspire to command, compel, or persuade any other person to destroy or damage any growing crop of indigo, he shall on conviction before a magistrate, be liable to be sentenced to imprisonment with or without labour, for a period not exceeding six months, or to a fine not exceeding 200 rupees, or to both; such fine being commutable, if not paid, to a further period of imprisonment not exceeding six months.

No appeal. V. No appeal shall lie from the decision of a magistrate under this Act.

Jurisdiction. VI. The power of a magistrate under this Act, may be exercised by any person vested with the full powers of a magistrate, and by any assistant magistrate or deputy magistrate specially empowered on that behalf by the local Government.

Duration of Act. VII. This Act shall have effect from and after the 24th day of March 1860, within the territories subject to the Lieutenant Governor of Bengal. And no complaint or prosecution shall be entertained under this Act, unless preferred within six months from the date aforesaid.

From *A. R. Young*, Esq., Secretary to the Government of Bengal, to the Commissioners of Nuddea and Rajshahye (Nos. 1273 and 1274), dated 27 March 1860.

Sir,

I AM directed to draw your immediate attention to the "Bill to enforce the fulfilment of indigo contracts," which was read a first and second time in the Legislative Council on Saturday last.

2. This Bill, as it is framed, when passed into law will take effect from

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Saturday last the 24th instant, and the Lieutenant Governor directs that its provisions be immediately enforced by magistrates, as though the Bill were law at this moment. The wording of the Bill shows that this is the intention and object of the Legislative Council.

3. The provisions of this Bill, so far as they affect the ryots, must be very carefully explained to them. In the Lieutenant Governor's opinion this explanation will be best made by the several thannadars, each in his own thannah.*

4. With this view it will be proper for you to issue forthwith through your subordinates, for promulgation in all those places where any excitement or unusual feeling in relation to indigo planting exists, a notice in conformity with those provisions.

5. It must be stated that it is the desire of Government that those ryots who have received cash advances, upon their agreement to cultivate indigo during the current season, shall honestly fulfil that agreement. It must be explained that any such ryot who refuses or delays so to fulfil his agreement shall be liable to be brought before a magistrate, on the complaint of the indigo planter who made the cash advance; and if the magistrate, after hearing both parties and taking evidence, decides that the ryot has broken his agreement, that ryot may be ordered immediately, in presence of the magistrate, to pay five times the cash advance, and if he has had seed advanced to him, five times the value of the seed; failing which he will be sent to gaol, whilst the amount of the fine will be levied by the sale of his property. This, it may be said, is the order of Government.

6. It should, moreover, be explained that any person who shall by threats or otherwise attempt to prevent ryots who have entered into contracts of the above nature from fulfilling those contracts, or who shall conspire with others in any such attempt, shall be punished by fine or imprisonment or both; and any person who shall maliciously destroy or damage, or shall conspire or attempt to persuade others to destroy or damage any growing crop of indigo, shall be similarly punished.

7. But it must also be explained that the order extends only to the current season; and it is the intention of Government before the period of taking advances for next season arrives, to institute searching inquiry into the causes of the disputes between indigo planters and ryots engaged in the cultivation of indigo; and to pass such further laws and orders as will ensure to both parties their just rights, and shall remove any reasonable causes of dissatisfaction which the ryots may have to show. With this object a special commission of inquiry will very soon be appointed.

(To Commissioner of Nuddea.)

8. It is very desirable that wherever there is a large indigo cultivation, and the probability of numerous disputes regarding indigo agreements, there should be in the close neighbourhood an officer at hand to carry out this new Act, and with this object three additional officers with full magisterial powers have recently been placed at your disposal, and can be located wherever you consider they are most likely to be required; other officers now in your district are, of course, also available for the same duty. If any of those officers who have not now full powers, are, in your opinion, competent to decide cases under this Act, they will be specially vested with the requisite powers for this particular purpose, on your recommendation. You will bear in mind what was said in a late letter

(To Commissioner of Rajshahye.)

8. It is very desirable that wherever there is a large cultivation, and the probability of numerous disputes regarding indigo agreements, there should be in the close neighbourhood an officer at hand to carry out this new Act. All officers having full powers of a magistrate, who are now in your districts, are, of course available for this duty, and can be located as may seem to you advisable. If any other officers who have not now full powers, are, in your opinion, competent to decide cases under the Act, they will on your recommendation be specially vested with the requisite powers for this particular purpose. Mr. Furrell, of Aurungabad sub-division, has this day been vested with those special powers. Should you require an additional number of officers to give effect to the Act

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letter regarding the necessity of giving every officer deputed into the interior of a district where excitement prevails, a sufficient guard of military police to maintain his authority.

Act in any district, you should lose no time in applying for them. It is necessary that every officer deputed into the interior of a district for the purpose of carrying out this Act, should be attended by a sufficient guard of the military police to maintain his authority, and to put down immediately any disturbance.

From *A. Grote*, Esq., Commissioner of the Nuddea Division, to the Secretary to the Government of Bengal, Fort William (No. 3), dated Kishnaghur, 29 March 1860.

Sir,

IN reply to your letter, No. 1273, of the 27th instant, I beg to append for his Honor's information, copy of my instructions of this date to the three magistrates in whose districts suits under the new Act will be instituted.

2. I have applied demi-officially for further copies of the Bill, and to have Mr. Assistant Maclean and Mr. Deputy Magistrate Platts empowered to decide these suits.

3. My impression is that the mere promulgation of the purport of the new law will remove all hesitation to sow on the part of those ryots who have received money.

From *A. Grote*, Esq., Commissioner of the Nuddea Division, to the Officiating Magistrates of Baraset, Nuddea and Jessore (No. 6, Circular), dated Kishnaghur, 29 March 1860.

Sir,

I BEG to annex for your guidance extracts from Government orders, dated 27th March 1860, No. 1273, on the subject of the new Bill for enforcing indigo contracts already forwarded to you, which you will observe is to be enforced as law at once.

2. Orders to the purport of para. 3 of the above letter must be issued to the police immediately on the receipt of this.

3. I apprehend that the first suits will be instituted in the thannahs of the Damoorhoodah and Bungong sub-divisions, and in those of Hadrah and Meherpore of Nuddea, and in Thannah Kaloopole of Jessore.

4. In the latter thannah, Mr. Molony and Mr. Skinner will so distribute their camps as to enable them to dispose as fast as possible of the suits so instituted. Mr. Deputy Magistrate Betts, who arrived this morning, will be directed to join Mr. Molony's camp to assist in their adjudication.

5. In Bungong, Mr. McNeile will be probably equal to disposing of all the suits which may be instituted there, whether from Nuddea or Baraset, in which latter district he has also full powers.

6. In Damoorhoodah, Mr. Maclean (for whom I have applied for full powers) will be assisted if necessary by Mr. Herschel and Mr. Taylor, who on his arrival may, I think, be made to hold kucherry at Haut-Bolcah.

7. At Meherpore, Mr. Platts, for whom also I have applied for full powers, will dispose of such suits as are instituted there or at Bamoondee.

8. Mr. D. M. Mackenzie, who arrived on Tuesday, should be sent to Hadrah.

9. Each of the new officers must have with him two amlahs on 20 or 25 rupees per month, for the purpose of recording evidence. It would be convenient if the

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magistrates could furnish these men from their fixed establishments, filling up their places temporarily there.

10. Each officer should have a small party of military police at hand, wherever he may for the time be holding his court. The present distribution of Captain Raban's battalion is as follows:—

Subdhee.—Jessore Magistrate's camp, 50 men under Lieutenant Howard, and 50 men of Major Miles' battalion, under Lieutenant Smith, are on their way to join him.

Damoorhoodah.—Eighty men under Lieutenant Duff.

Haut-Boleah.—Thirty men under a native officer.

Meherpore.—Fifty men under Lieutenant Robertson.

11. I have to-day requested Captain Raban to detach 30 men under a native officer to Bamoondee, supplying their place from head quarters, which will be strengthened in a day or two by the arrival of the guards relieved at the Presidency.

12. I have also told Lieutenant Baker to march his party of 50 men to Hadrah.

13. On the arrival of the Lahore Light Horse, which may not be till after my departure, Mr. Herschel is requested to instruct the commanding officer to detach 60 men to Damoorhoodah, half to remain at that station, and half to proceed to join the Jessore magistrate's camp at Subdhee; 20 men should be sent to join Mr. Platts at Meherpore. The remaining should be kept here to accompany Mr. Herschel to whatever part of the district he may be called.

14. Mr. Molony, Mr. Maclean and Mr. Platts should be desired to collect small supplies of live stock, and other necessaries, for provisioning European troops for the time they are likely to be quartered in the district.

15. I return to Alipore on the 1st, to hold the half-yearly examination, and communication should be addressed thither after the 31st.

From *A. R. Young*, Esq., Secretary to the Government of Bengal, to the Commissioner of Nuddea (No. 1535), dated 31 March 1860.

Sir,

I AM directed to acknowledge the receipt of your letter, No. 3, dated the 29th instant, submitting a copy of your circular to the officiating magistrates of Baraset, Nuddea, and Jessore, on the subject of carrying out the provisions of the new Bill for enforcing the fulfilment of indigo contracts, and in reply to inform you that the arrangements which you have prescribed appear very judicious, and are entirely approved by the Lieutenant Governor.

The 31st March 1860.

THE following Bill, as read a third time this day, is published for general information:

A BILL to enforce the fulfilment of Indigo Contracts, and to provide for the Appointment of a Commission of Inquiry.

Preamble.

WHEREAS it is expedient to issue a commission of inquiry into the practice of indigo planting in Bengal, and the relations between the indigo planter and the ryots and holders of land in Bengal, and to make temporary provision for enforcing by summary process the execution of agreements entered into for the cultivation of indigo plant; and better to provide for the punishment of certain unlawful acts connected with such cultivation; it is enacted as follows:

Magistrate may on complaint, issue summons for appearance of a person who has received a cash advance, and delays or neglects to fulfil his agreement.

I. If any person who has received a cash advance upon his agreement to cultivate indigo plant during the season now current, shall wilfully delay or omit from and after the 4th day of April 1860, to cultivate according to the conditions of such agreement the whole quantity of land which he has agreed to cultivate, or otherwise to fulfil his engagement, it shall be competent to the magistrate to entertain a complaint made to the above effect on oath by the planter who has made the advance, or by any person on his behalf, and to summon the person complained of to appear before him, in order to the investigation of the complaint preferred. If the magistrate has reason to believe that the person complained of will not appear in obedience to the summons, he may issue a warrant for the arrest of such person.

II. On

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Remedy.

II. On hearing the answer of the person complained of, and on taking such evidence as both parties may adduce, if the complaint be established to the satisfaction of the magistrate, the magistrate shall assess a certain sum as damages sustained by reason of the breach of the contract. If it shall appear to the magistrate that the person who has agreed to cultivate the indigo plant is still able to perform his contract, the magistrate shall order him specifically to perform the same, and shall also in such case award a certain sum to be paid as damages, as an alternative. In cases in which the land to be cultivated with the indigo plant is defined by the agreement, the magistrate may order the attachment, as a security for the amount of the damages assessed or to be assessed for the breach of the agreement, of any other crop of the defaulter that may at any time during the present season be growing on such land. If after an order for specific performance of agreement, the defendant fail to perform the agreement, or to pay the amount of damages ordered to be paid as an alternative, or if, after an order for payment of damages, the same be not immediately paid, the magistrate may order the defendant to be imprisoned in the civil gaol, for a term not exceeding three months, and may, on the motion of the complainant, furthermore proceed to levy the damages assessed from the property of the defendant, in the mode provided for enforcing decrees of court under Act VIII., of 1859 (for simplifying the Procedure of the Courts of Civil Judicature not established by Royal Charter). Provided that if the amount of the said damages is paid or levied within the aforesaid term of three months, the defendant shall be released from gaol on that amount being paid or levied.

Proviso.

If agreement obtained by force or intimidation, complaint to be dismissed.

III. In case it shall appear to the satisfaction of the magistrate that the agreement has been obtained by means of fraud, force, or unlawful intimidation, the complaint shall be dismissed.

In what cases magistrate may levy costs and compensation from complainant.

IV. If any complaint preferred under this Act be dismissed for want of proof or appearance of the complainant, or for any other cause, the magistrate may order the complainant to pay such amount for costs and compensation as he may think reasonable. In default of payment of any such amount, the same may be levied by distress and sale of the property of the person ordered to pay the same.

Penalty for intimidation, &c.

V. If any person from and after the 4th day of April 1860, shall by violence, threats, or otherwise intimidate, or attempt to intimidate, any other person who shall have entered into any such agreement as aforesaid, with the intention of inducing such person to break the conditions thereof, he shall, on conviction before the magistrate, be liable to a sentence of imprisonment, with or without labour, for a period not exceeding six months, or to a fine not exceeding 200 rupees, or to both, such fine being commutable, if not paid, to a further period of imprisonment not exceeding six months.

Penalty for destroying or damaging crops.

VI. If any person shall maliciously destroy or damage, or if any person shall maliciously command, compel, or persuade any other person to destroy or damage any growing crop of indigo, he shall, on conviction before a magistrate, be liable to be sentenced to imprisonment, with or without labour, for a period not exceeding six months, or to a fine not exceeding 200 rupees, or to both, such fine being commutable, if not paid, to a further period of imprisonment, not exceeding six months.

No appeal.

VII. No appeal shall lie from the decision of a magistrate under this Act.

Jurisdiction.

VIII. The power of a magistrate under this Act may be exercised by any person vested with the full powers of a magistrate, and by any assistant magistrate or deputy magistrate specially empowered on that behalf by the local government.

Effect of decision of magistrate under this Act.

IX. A decision of a magistrate shall be a bar to any further proceeding for the same breach of agreement. No decision under this Act shall have any force or effect in regard to anything not to be performed during the current season.

Duration and territorial scope of Act.

Limitation of action.

X. This Act shall have effect from and after the 4th day of April 1860, and shall not extend beyond the territories subject to the Lieutenant Governor of Bengal. And no complaint or prosecution shall be entertained under this Act, unless preferred within six months from the date aforesaid.

Certain post orders declared valid.

Indemnity.

XI. All orders made or acts done before the 4th day of April 1860, which would have been lawful if the Bill "to enforce the fulfilment of Indigo Contracts," as read a second time on the 24th day of March 1860 had then become law, are hereby declared to be valid. And all magistrates, and other public officers, are hereby indemnified for any acts done before the said 4th day of April 1860, which would have been justifiable under the said Bill if the same had become law on the said 24th day of March 1860.

Appointment of Commission of Inquiry.

XII. The Lieutenant Governor of Bengal shall, as soon as conveniently may be, issue a Commission to such persons as the said Lieutenant Governor shall think fit, for the purpose of inquiring into and reporting on the system and practice of indigo planting in Bengal, and the relations between the indigo planter and the ryots and holders of land in Bengal aforesaid. The said Commissioners shall fully inquire into the matters aforesaid, and shall, as soon as they conveniently can, report to the Lieutenant Governor the result of their inquiries, and shall in their report or reports suggest such alterations, if any, as may in their opinion be beneficially made in the law relating to the system and practice and the relations aforesaid.

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Death or resignation of any of the Commissioners.

XIII. In case of the death or resignation of any of the said Commissioners, or of any of them becoming unable or refusing to act, it shall be lawful for the other Commissioners or Commissioner to act alone, and all the powers by this Act given to Commissioners shall and may be exercised by the continuing Commissioners or Commissioner alone, but only until such vacancy can be filled up. It shall be lawful for the said Lieutenant Governor from time to time, and he shall as soon as conveniently may be, without issuing a new Commission, appoint some other person or persons to act as a Commissioner or Commissioners jointly with the continuing Commissioners or Commissioner, and in such case all the powers conferred by this Act shall and may be exercised by the said newly appointed Commissioner or Commissioners jointly with the continuing Commissioner or Commissioners.

Attendance of witnesses.

XIV. It shall be lawful for the Commissioners aforesaid, by a summons under the hand of any one of them, to require the attendance before them, at a time and place to be mentioned in such summons, of any person or persons whomsoever, residing or being within the Lieutenant Governorship of Bengal, whose evidence shall in the judgment of the Commissioners aforesaid be material to any of the matters of the inquiry aforesaid, and to require the person or persons so summoned to bring and produce before them all such books, papers, deeds, and writings as to them the said Commissioners shall appear necessary for arriving at the truth of the matters directed to be inquired into by the said Commissioners, all of which persons shall accordingly attend before the said Commissioners, and shall produce such books, papers, deeds, and writings as shall be required of them, and shall be in their custody and control, or in the custody and control of any one of them, according to the tenor of the summons.

Proviso.

Provided always, that no person shall be compelled to attend before the said Commissioners or to give his evidence at a greater distance than 50 miles from the place where such person shall be residing.

Examination of witnesses on oath or affirmation.

XV. It shall be lawful for the Commissioners aforesaid, or one of them, to administer an oath, or in the case of persons allowed by law to make affirmation instead of taking an oath, an affirmation, in such form as to them the said Commissioners shall seem fit, to all persons who shall be examined before them touching the matters to be inquired into by them as aforesaid.

Proviso.

Provided that nothing herein contained shall render it necessary for the said Commissioners to take evidence upon oath or affirmation unless they shall think fit or expedient so to do.

Witnesses neglecting to attend, &c.

XVI. If any person upon whom any such summons shall be served, by the delivery thereof to him or by the leaving thereof at his usual place of abode, being a person living within 50 miles of the place at which he shall be required to attend, without reasonable cause (to be allowed by the Commissioners aforesaid) fail to appear before them at the time and place mentioned in the summons, or shall refuse to be sworn or to make affirmation (as the case may be), or shall not make answer to such questions as shall be put to him touching the matters directed or which may hereafter be directed, to be inquired into by the Commissioners aforesaid, or shall refuse or fail without reasonable cause (to be allowed by the Commissioners aforesaid) to produce and show to the said Commissioners any such paper, book, deed, or writing being in his possession or under his control as to the Commissioners aforesaid shall appear necessary for arriving at the truth of the matters to be inquired into by them, the Commissioners aforesaid shall have the same powers in all respects touching any such person so failing to appear or refusing to be sworn or to make affirmation, or not answering such questions as shall be put to him, or refusing to produce and show any such book, paper, deed, or writing as aforesaid, as the principal court of original civil jurisdiction within the limits of which the said person shall be residing, may by law exercise against any person for making default of appearance or for refusing to be sworn or to give evidence on any issue joined in any action pending in such court.

Expenses of witnesses.

XVII. Whenever a summons is issued for the attendance of a witness under this Act, the Commissioners may, if they think fit, order such witness to receive from the Collector such travelling and other expenses as he would have been entitled to receive had he been summoned to appear and give evidence in the principal court of original civil jurisdiction in the district.

Punishment for false evidence.

XVIII. Every person who upon examination upon oath or affirmation before the Commissioners aforesaid shall wilfully give false evidence, shall be liable to the punishment of perjury.

M. Wylie, Clerk of the Council.

From *A. R. Young*, Esq., Secretary to the Government of Bengal, to the Commissioners of Nuddea and Rajshahye, dated Fort William, 4 April 1860.

Sir,

THE Bill "to enforce the fulfilment of indigo contracts and to provide for the appointment of a Commission of Inquiry," as read a third time, and passed in the Legislative Council on Saturday last, differs in some respect from that read the first and second time, in regard to which general instructions were conveyed to you in my letters Nos. 1273 and 1290, dated the 27th and 28th ultimo respectively.

2. It

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2. It is necessary therefore that the state of the law, as it will now stand when the anticipated assent of his Excellency the Governor General is given to it, so far as it affects the ryots, should be very carefully explained to them, in the same manner that the provisions of the Bill in its former state were explained to them.

3. The following are the most important changes made: —

4. The summary and exceptional process available by this law may be applied to the whole matter of any agreement to cultivate indigo during the present season, for which any advance in cash has been received, instead of being restricted to so much of it as was made in consideration of the advance in cash; and there is no maximum to which the damages assessable by the magistrate are restricted in proportion to the amount of cash advance received. Moreover, the magistrate may now decree specific performance: he may decree costs and compensation against a complainant failing to prove his case: and his decision bars all further proceedings in the matter of the contract in question. The provision that there shall be no appeal from the magistrate's order remains as it was before it was proposed to give him these extended powers. These changes add materially to the responsibilities of the officers vested with magisterial powers under the Act; and they make it more than ever imperative on those officers to give their utmost attention to the equitable principles it will fall to them to apply, and to the careful ascertainment of the facts whenever there may be any dispute of facts regarding the nature as well as regarding the existence of an agreement such as is provided for. On this point, I am directed to request that attention may again be directed to the remark made in paragraph 4 of my letter of the 28th ultimo, No. 1290.

5. The special provision in Section III. of the Act will point the magistrate's attention to the general principle, that fraud and force, and unlawful intimidation vitiate agreements.

6. As the Legislature allows no appeal from the decisions of officers vested with powers under this Act, it becomes doubly incumbent on Commissioners to keep themselves constantly informed of the manner in which these officers discharge the very difficult and responsible duty now imposed upon them, and of the principles by which they are guided in their decisions. These powers, and the opportunity of acting upon them, must not be retained for a day in the hands of any officer who may show himself not competent to exercise them in such a manner as to do full and substantial justice to all parties.

7. The Act will have effect from this date; but under Section XI. public officers are indemnified from any acts done before the 4th instant, which would have been justifiable under the Bill as read on the 24th ultimo.

8. One hundred copies of the Act in Bengallee are herewith forwarded to you, and should be circulated.

From *Baboo Issur Chunder Singh*, Honorary Secretary British Indian Association, to the Secretary to the Government of Bengal, dated 22 March 1860.

Sir,

I am directed by the Committee of the British Indian Association to request the favour of your laying before his Honor the Lieutenant Governor of Bengal, for his consideration and orders, the accompanying petition of the Committee, praying for a Commission of Inquiry into the cultivation of indigo in Lower Bengal.

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To the Honourable *J. P. Grant*, Lieutenant Governor of Bengal.

The Humble Petition of the British Indian Association.

Showeth,

That your petitioners have viewed with much concern the contest which has sprung up within the last few months between the ryots and planters, engaged in the cultivation and manufacture of indigo in Kishnaghur and other districts in Lower Bengal.

The contest has, within the last few weeks assumed a serious aspect, and things have approached to a crisis which is much to be lamented, though your petitioners have good reasons to believe that the accounts published in the newspapers are greatly exaggerated, and they have not been surprised to perceive such to be the case from the report of the Commissioner of the Nuddea Division.

Your petitioners cannot view the contest in any other light than as a natural struggle between labour and capital, and as such, its settlement, they are of opinion, ought to be left to the operation of economical laws uninterfered with by the Government or Legislature on any side.

But circumstances have arisen, your petitioners regret to state, which call for the interference of the authorities. Both parties have appealed to the Government for intercession and aid, and both are loud in declaring the truth and justice to be on their side. Further, it has been declared on behalf of indigo planters, that inaction on the part of Government may lead them "to take the law into their own hands," and it has even been circumstantially stated that "planters (at Kishnaghur) are engaging sailors in Calcutta as a preliminary measure against such a contingency." As a confirmation to the above, your petitioners observe certain indigo planters of Kishnaghur stating in an official letter of theirs to the Secretary to their association at Calcutta, that failing attention from Government, "we must endeavour to do what is best for ourselves." This, if true indicates a state of things fraught with danger to the peace of the district, and requires in the judgment of your petitioners the prompt attention of Government.

Your petitioners do not pretend to judge between the two contending parties, and emphatically disavow hostility to either. They, however, feel persuaded that the question is surrounded by such difficulties, by reason of the strong personal interests involved in it of both the parties, that without a public and efficient inquiry it will be hopeless, your petitioners believe, for Government as well as the public at large to arrive at a correct and impartial solution in regard to it.

There are two subjects connected with the cultivation of indigo, which your petitioners think above all others particularly call for this inquiry. Your Honor is aware that among other things the loudest complaints have been made by the ryots, whether with justice or not, your petitioners do not feel competent to decide, against the low rates of remuneration, compared to other articles of cultivation, of rice given for the cultivation of the indigo plant, and the system of advances in vogue in the indigo factories of Lower Bengal.

In 1856, your petitioners, in common with the estimable and philanthropic body of Protestant Missionaries of Bengal, prayed of the Government for a Commission of Inquiry of the kind referred to above. In the present prayer, however, they feel it a particular pleasure to be able to state that they have the concurrence of the European planters immediately interested in the cultivation of indigo, who in their recent petition to your honour have openly "courted the fullest inquiries."

A Commission of Inquiry of the kind prayed for has long been desiderated. Whether as regards the interests of the planters, or those of the ryots, a searching, patient, and unbiassed inquiry has been held to be the only means by which a true solution of this intricate and important question can be discovered, and the real character of the facts so vehemently disputed on both sides established. It is believed to be the sole means which will, above all, settle the position of the ryot, who has been unceasing in his complaints, and clear up the future of British enterprise in the interior; the fusion of which with native capital and industry is justly considered to be the main security for the progress of the country in material prosperity.

Your petitioners have observed with regret that it has been recommended to your Honor to bring "special legislation," to bear upon British enterprise in the Mofussil, by way of encouragement. Much as your petitioners value British enterprise in India; much as they hope for the introduction of British capital, energy, and skill into this land, as the pioneer of progress; much as they look to European science and its application for the development of the inexhaustible resources of this country, they would reckon it as humiliating, as discreditable to British settlers, and unfortunate for the people, if those excellent advantages, which cannot be undervalued without gross positive injustice, could not be obtained without the aid of "special legislation."

Your petitioners would therefore pray that your Honor may be pleased to consider the propriety of issuing a Commission of Inquiry, consisting of such a number of persons as your Honor may deem fit, into the cultivation of indigo in Lower Bengal, with special reference to the rates of remuneration and the system of advances connected therewith.

And your petitioners, as in duty bound, shall ever pray.

From

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From *A. R. Young*, Esq., Secretary to the Government of Bengal to the Honorary Secretary to the British Indian Association (No. 1540), dated 5 April 1860.

Sir,

In reply to your letter of the 22d ultimo, I am directed to refer you to the Act "to enforce the fulfilment of indigo contracts, and to provide for the appointment of a Commission of Inquiry," which was passed by the Legislative Council on Saturday last.

From *A. R. Young*, Esq., Secretary to the Government of Bengal, to the Officiating Secretary to the Indigo Planters' Association (No. 1539), dated 5 April 1860.

Sir,

In continuation of my letter to your address of the 22d ultimo, I am directed to refer you to the Act "to enforce the fulfilment of indigo contracts, and to provide for the appointment of a Commission of Inquiry," which was passed by the Legislative Council on Saturday last, which the Lieutenant Governor trusts will meet the objects of the association.

From *A. Forbes*, Esq., Officiating Secretary of Indigo Planters' Association, to *A. R. Young*, Esq., Secretary to the Government of Bengal, dated Calcutta, 10 April 1860.

Sir,

I have the honour to acknowledge the receipt of your letter, No. 1539, dated the 5th instant.

I am directed by the Central Committee of the Indigo Planters' Association to express their thanks for the law to enforce the fulfilment of indigo contracts, and to state that they hail with much satisfaction the provision made in that Act for the appointment of a Commission of Inquiry into the relations between indigo Planters and the cultivators of the soil, and to express a hope, on the part of the Association, that the appointment of the Commission shall not be long delayed. If the Commission commence its inquiries immediately after the present sowing season, it is to be hoped that its labours might be completed before October next, when the sowings and arrangements for the next season must commence. Enough would be then known at least to set at rest the question whether indigo planting, as conducted at present, is to be permitted by law to continue, or whether the Government intends to interfere to any considerable extent between the planter and the cultivator, and arrangements might be made, modified according to the extent of such interference, for the cultivation of indigo for the next season.

From *A. Grote*, Esq., Commissioner of the Nuddea Division, to the Secretary to the Government of Bengal, Fort William (No. 98 Ct.), dated Allipore, 16 April 1860.

Sir,

I beg to lay before Government an original reference from the magistrate of Nuddea, dated 13th instant, with its enclosures. As I had previously sent to the Legal Remembrancer for copies of the Jessore magistrate's letter, I beg to append it also, and its enclosures.

2. Not concurring in Mr. Beaufort's view of the law, I had drawn up the accompanying note, which I had intended to submit for the approval of his Honor the Lieutenant Governor.

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3. It will be seen that I support, generally, Mr. Herschel's opinion, and if I remember rightly, what was said by the Right honourable James Wilson, when he moved the amendment of the second section of the Bill, on a construction of the law, is that which was intended to be put on it.

4. I request the return of the original enclosures.

From *W. J. Herschel*, Esq., Officiating Magistrate of Nuddea, to the Commissioner of Circuit, Nuddea Division (No. 101 Ct.), dated Nuddea, 13 April 1860.

Sir,

I HAVE the honor to enclose copy of a letter received from the Legal Remembrancer on a reference made to him by the magistrate of Jessore and myself, putting certain questions to him as to the meaning of the new Indigo Bill.

2. I have no copy of the letter that went to him, nor of the questions put; but I think I am stating them fairly thus:

Question 1. A ryot having taken cash advance upon agreement to cultivate for a specific number of years, including the current season, does the wording of the law admit of the case being adjudicated by the magistrate? —On this we agreed that the law applied to such a case.

Question 2. A ryot having taken advance in some former year to sow indigo, but without fixing any specific limit to the number of years for which the agreement was to hold, can the magistrate order him to sow this year on any ground but one, viz., that by receipt of a cash advance this season the ryot has confirmed the contract?—It appeared to me that he could not. The magistrate of Jessore considered (as I understand him) that any act of the ryots which proved his consent to the continuance of the contract, gave force to the law against him, provided he received cash originally.

3. As in a meeting of six magisterial officers we were equally divided in this point, we decided on referring the matter to the Legal Remembrancer for his opinion.

4. His reply has been received, but it appears to me so difficult of adoption that I must beg for a more distinct statement of the meaning of the law from higher authority.

5. I know not whether it is quite proper of me to put forward arguments opposed to the view of the Legal Remembrancer, but as concisely as may be, I venture to state the grounds on which I adopted my own view, and to show why I still think them intact.

6. The terms of the law are: if any ryot "has received a cash advance upon his agreement to cultivate indigo plant, during the season now current, the magistrate shall, if it be still feasible, order him to sow, and shall fix an equitable sum as damages for failing to comply with the order.

7. It appears to me that the magistrate has no option on the case thus put, to decline giving the order to sow.

His functions as judge in equity commence when he assesses the penalty for a refusal to comply with the order. If the ryot agreed to sow this year, and took cash advance on that agreement, an order to sow must follow. The order may be a harsh one (as in the case put by the Legal Remembrancer of a 10 years' agreement on conditions obviously unprofitable to the ryot), but the penalty in such a case is at the magistrate's discretion.

8. The case of a 10 years' agreement is herein precisely similar to that of an agreement for this year only. The order to sow must issue on an agreement clenched by cash. It may be as harsh an order as in the other case; but the penalty for refusal depends on the equitable nature of the contract.

9. But the Legal Remembrancer, proceeding on the principles of civil law, and putting out of sight the criminal and exceptional nature of the present law, argues that in the case of a 10 years' agreement, unprofitable to the ryot, no order to sow should issue unless the planter can prove that he has given other advantages which supply the place of the customary renewed advance.

10. This

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10. This argument, it seems to me, tends to assimilate the case of an agreement for a specific term with that of an agreement unlimited in time. It tends, by denying the literal interpretation of the law in the former case, where it reads in favour of one of the parties, to admit of a liberal interpretation of it in his favour in the latter, where it reads against him. It makes the entire question one of pure equity in both cases.

Yet I confess I cannot see how a specific contract to sow during a specific term, which includes this particular season, and which was clenched by cash when made, can be put out of the pale of the law, nor how a contract which does not specify this particular season can be brought within it. If the latter have been renewed by any means, specially with regard to this season, it becomes a new contract to sow this season, and it only remains for the magistrate, in compliance with the terms of the law, to call for proof that a cash advance was given, not upon some previous, but upon this recent agreement.

11. The Legal Remembrancer ends his letter by saying,—

"But if the agreement had reference only to last season, it would not, I apprehend, be held valid in the current season without an express renewal by the parties concerned."

What is an express renewal? It appears to me that the terms of the law are inflexibly accurate. The receipt of cash advance is the only expression to which we criminal authorities are allowed to listen.

12. In adopting and adhering to this view, it is quite possible that some cases of injustice to the planter may occur, such as that of a ryot having altogether evaded his contract last season; he probably ought to sow this year; but while the words of the law continue as at present, I cannot, turn it as I may, consider myself responsible for such injustice.

From *E. W. Molony*, Esq., Officiating Magistrate of Jessore, to the Superintendent of Legal Affairs, Fort William, dated Damoorhooda, 7 April 1860.

Sir,

I HAVE the honour to submit the enclosed memoranda of the construction placed upon the Indigo Bill, by the officers (as per margin),* who have severally signed them, and shall be much obliged by your favouring us with your opinion as to which is the correct view.

2. I have been requested to refer this question, as it is very desirable that the same construction may be placed on the law by all officers concerned in the administration thereof.

3. Be pleased to favour me with your opinion as early as possible, sending a copy of the same to the address of the Officiating Magistrate of Nuddea.

4. Please to address an answer to me, Damoorhooda, *viâ* Nischindipore.

MEMORANDUM.

1st. I hold that the terms of the law admit of a magistrate's taking up a case under the Indigo Bill, no matter in what year the cash advance was made, provided the agreement was for a specified and limited number of years, and included the present season.

2d. I hold that a ryot having received cash advance last year, without having fixed any term to the continuance of the contract, or expressly or impliedly agreed with reference to such advance to cultivate this year, cannot be ordered to sow this year, unless by the receipt of a second cash advance this season, he has confirmed and continued the contract.

(signed) *W. J. Herschel*,
Officiating Magistrate.

I agree with the above opinion.

(signed) *G. Taylor*,
Assistant Magistrate.

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* Mr. E. W. Molony, Officiating Magistrate of Jessore; Mr. W. J. Herschel, Officiating Magistrate of Nuddea; Mr. C. B. Skinner, Joint Magistrate; Mr. M. G. Taylor, Joint Magistrate; Mr. A. T. Maclean, Joint Magistrate; Mr. C. G. D. Betts, Deputy Magistrate.

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As I am of opinion that, to make me to receive a case under the law, cash must have been received this season, I disagree with the first of the above minutes.

(signed) *A. T. Maclean.*

I agree with Mr. Herschel in the view he has taken of the indigo law being applicable to unexpired agreements to cultivate indigo for a specified term of years, whenever the advance may have been made.

I am also of opinion that it will apply to cases in which the evidence shows the agreement was intended to extend to the present season, though no term is specified, where there may have originally been a cash advance not paid off, and where the ryots may have by any act admitted that the agreement is still in force, even though no fresh cash advance may have been made to him this season.

(signed) *E. W. Molony.*

I agree entirely with Mr. Molony's view.

(signed) *C. B. Skinner.*

I agree with Mr. Molony's constructions of the Bill.

(signed) *A. G. D. Betts.*

From *F. Beaufort*, Esq., Superintendent and Remembrancer of Legal Affairs, to the Officiating Magistrate of Jessore (No. 524, Fort William), dated 10 April 1860.

Sir,

I HAVE the honour to acknowledge the receipt of your letter of the 7th instant, regarding the Bill to enforce the fulfilment of indigo contracts, which was read a third time in the Legislative Council on the 31st ultimo.

2. Under Sections 1 and 9 of the Bill, you require an agreement to cultivate indigo plant during the season now current, and a cash advance made upon that agreement. On these conditions you have jurisdiction. But if the terms of the agreement do not embrace the current season, or if no cash advance has been made on that agreement, you cannot interfere.

3. There is nothing in the Bill which requires that the agreement should specify a limited number of years; and therefore I think that Mr. Herschel is in error when he makes it essential that the agreement should be for a specified and limited number of years. But, doubtless, some consideration of the time involved is requisite. The law is professedly temporary; and a summary power has been given to you for a specified purpose. In the exercise of that power you are bound by Section 3 to regard the considerations of equity; and where the agreement does not involve fair reciprocal obligation, as judged by local custom, it should not be enforced, although the bare terms of the law are strictly applicable to it. Consequently, if the agreement stipulates for the cultivation of land for a long period of years, or in perpetuity, without a cash advance, which can equitably be presumed to have afforded advantage to the ryot during the current season, I am of opinion that it ought not to be enforced. As, for instance, I would not apply the law to the possible case of a ryot contracting to cultivate 10 beegahs with indigo for 10 years, on one advance of 20 rupees, which has not been renewed, unless the planter could show that the ryot had received corresponding benefits in some other way, which would supply the place of the customary renewed advance. In the case of agreements not renewed for the current season, I think that you should see whether the advances, either made in cash or brought forward in the account, have been marked off or not, and that no contract should be enforced in the fulfilment of which the ryot has discharged the obligations represented by the advances. And in this view, you will observe, it is not required that the agreement should specify a fixed number of years.

4. On the second point to which your letter refers, I observe that nothing is said in the law about an advance made in the current season, and consequently that Mr. Herschel's construction of it is, as it seems to me, incorrect; you cannot, I think, restrict the administration of the law to those cases in which the actual fact of payments in the current year is proved, to the exclusion of cases in which the contract regards the cultivation of the current season, and in which an

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an advance has been made on that contract. In the enforcement of the law for this season, regard ought to be had specially to the custom which has held in the concern; and that will usually show whether the contract, on which an advance was made in a previous year, is applicable to the current season. It is easy to conceive cases in which the ryot could not have fairly asked for renewed advance this season; as, for instance, where he evaded the obligation of last year, and consented instead to hold the agreement good for the current season. But if the agreement had reference only to last season, it would not, I apprehend, be held valid in the current season without an express renewal by the parties concerned.

Copy forwarded to magistrate of Nuddea, for his information, at the request of the magistrate of Jessore.

Note by Commissioner.

1. There must be, in the first place, an agreement to cultivate plant during the season now current. The contract may be a written and producible one, in which case, if proved to be genuine, and to have been fairly entered into, the magistrate will have jurisdiction, on finding that a cash advance was made at the time of its execution, and that the ryot is still bound by its conditions to supply plant.

2. If the contract, when produced, does not show conclusively that its conditions are binding on the ryot for the current year, the planter must show that its conditions have become so binding by the acceptance, on the ryot's part, of a further advance this year.

3. If the contract be not a written and producible one, and the ryots deny that any such has ever been made for the season now current, then the planter must prove that the oral agreement has been actually made, or has been understood to be made by the ryot's acceptance of a cash payment for the current year.

Illustrations.

A. Mr. Forlong sues on a seven year's term agreement, which he produces. His books show that there are three years yet to run, and that an advance was made to defendant at the time of execution. Magistrate may order specific performance.

B. In another case he files an agreement which contains no specific term, and leaves the question doubtful as to whether it was intended to bind the ryot beyond the year in which it was entered into, and in which the advance was made. Defendant admits that he received advance on it, and that he is in balance to the factory, but denies that it binds him for this year. The question raised here is beyond the jurisdiction of the special court.

(signed) *A. Grote*, Commissioner.

From *A. R. Young*, Esq., Secretary to the Government of Bengal, to the Advocate General (No. 1809), dated 19 April 1860.

Sir,

I am directed to forward to you the accompanying communication, in original, from the Commissioner of Nuddea, on the subject of the Bill to enforce the fulfilment of indigo contracts, and to request that you will have the goodness to favour the Lieutenant Governor with a legal opinion thereon, such as may be circulated amongst the officers employed in carrying out the provisions of the Bill for their guidance.

No. 98 Ct. of Inst., with t Enclosures.

2. The return of the original papers, with your reply, is requested.

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From *W. Ritchie*, Esq., Advocate General, to *A. R. Young*, Esq., Secretary to the Government of Bengal, Calcutta, 21 April 1860.

Sir,

I HAVE the honour to acknowledge the receipt of your letter, No. 1809, dated the 19th instant, and in reply to forward the accompanying opinion upon the points therein referred to.

I return the original enclosures.

OPINION.

IN order to give the magistrate jurisdiction, under Act No. XI. of 1860, there must be proved an agreement to cultivate indigo plant during the present season, and an advance in cash upon that agreement. But I am of opinion that it is immaterial for the purpose of giving jurisdiction, when the agreement was entered into; or whether it is one applicable to the present season only, or to several seasons; or whether it is proposed to establish it by a written instrument, expressly extending to the cultivation of the present season, or by a written instrument expressly extending to a past season only, coupled with proof of a renewal of such agreement, on the same or varied terms, for the present season, or by purely oral testimony. And so as to the advances: I think that for the purpose of giving jurisdiction, it is immaterial when the advance was made; or whether it was part of the original agreement that it should be made or not, provided the cash was paid upon the footing of, and with reference to, an agreement (written or verbal, express or to be implied from the acts of the parties, or the usual custom in the district, or all the circumstances of the case) that plant should be cultivated during the present season.

2. The advances referred to in the accompanying papers may apparently be ranged under three heads:—

1st. Advances made expressly for the present season.

As to these, no question can arise, as they clearly bring the case within the jurisdiction of the magistrate.

2d. Advances made during a previous season, but upon entering into an agreement to cultivate, extending to the present season, and made generally in respect of the entire agreement, or expressly in respect of certain seasons, including the present one.

Here also the magistrate will have jurisdiction, and his jurisdiction will not be taken away by the circumstance that the advances thus made generally upon the agreement have just been worked out by the ryot, so as to leave him nothing in hand applicable to the present season after paying himself in full for the last season.

3d. Advances made during a previous season, but after the agreement was entered into, and not made in respect of the agreement generally, or of the cultivation of the present season, but expressly on account of the cultivation of the season in which they were made.

Here, unless a fresh advance has been made for this season, there will be no jurisdiction, even though the advance for the prior seasons have not been worked out and a balance remains in the ryot's hand.

3. It is of course impossible to lay down any rule beforehand which shall be exactly applicable to the great variety of cases that may arise under the Act; but the principles above stated may, I think, be taken as the tests by which the magistrate should ascertain whether a case does or not fall within the Act; and the following illustrations may further serve to show how they may be applied:—

Case 1.—An agreement is entered into in 1859 to cultivate indigo for two seasons, viz. 1859 and 1860; a cash advance is paid at the time, generally on account of the entire agreement. Whether such cash advance has been worked off in the season 1859 or not, the magistrate has jurisdiction.

Case 2.—Upon a similar agreement, no cash is paid at the time, but a month afterwards the ryot asks for and receives an advance specifically for the season 1859,

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1859, without any reference to any subsequent season. Whether such advance has been worked off or not, the magistrate has no jurisdiction unless some further advance has been made.

Case 3.—Upon a similar agreement, no cash has been paid at the time; but a month afterwards the ryot asks for and receives an advance, generally for the purposes of cultivating under the agreement, or specifically for the season of 1859, but with a promise, though a verbal one, that if any balance remains over the surplus shall be applied to the season 1860. Whether the advance of 1859 has been worked out or not, the magistrate will have jurisdiction.

Case 4.—A ryot takes advance in a former year to cultivate indigo without fixing any specific limit to the number of years for which the agreement is to hold. He afterwards expressly, though verbally, agrees to cultivate for the present season, but receives no further cash advance.

This is the second case put by Mr. Herschel in his letter of 13th instant.

Here the magistrate will *primâ facie* have no jurisdiction, even though the advance for the first year has not been worked out; for *primâ facie* an agreement to cultivate must be deemed to be for the current season only. But if the plaintiff can show that by the custom of the district, or other circumstances, an agreement to cultivate does really extend to a certain number of years, which would include the present one, the case must be determined according to the character of the advances, as in Cases 1 and 2.

Case 5.—In the case put by Mr. Beaufort of a ryot contracting to cultivate 10 biggahs with indigo for 10 years on one advance of 20 rupees, which had not been renewed, the liability of the ryot ought not to depend, as Mr. Beaufort suggests, upon the planter being able to show that the ryot had received corresponding benefits some other way, supposing there to be a legal consideration to support the agreement, as an advance, however small, will be, and supposing the terms not to be so one-sided as to lead to the inference of fraud or intimidation (in which case the complaint will be dismissed under Section 2), the case must turn upon the same question as the other cases, 1, 2, and 3; viz. whether there was an advance upon the agreement for the present season. If the advance was general, or was by an express agreement made applicable to the present season, the magistrate would have jurisdiction in the case; whereas, if the advance was made subsequently to the agreement, and was specially limited to the agreement to cultivate for the first year, or any year before the present one, he would not have such jurisdiction.

I quite concur in the remarks made in Mr. Herschel's letter of the 13th instant, paragraphs 6 to 10, upon this part of Mr. Beaufort's letter, paragraph 3.

Case 6.—An advance is proved to have been made in cash specially for the cultivation of a former season.

The planter makes no fresh advance for the present season, but makes a remission of an old debt, or an allowance of rents in accounts in lieu of a cash advance to the present season.

Assuming the past advance not to be applicable to the present season, the subsequent remission, allowance in accounts, or set off, will not constitute a cash advance so as to give jurisdiction under the Act.

4.—With respect to Mr. Herschel's memorandum, I think that in his first paragraph * (1), the restriction as to the agreement being for a specified and limited number of years is too strict, and should be omitted; and that in paragraph 2, after the words "a ryot having received cash advance last year without having fixed any term to the continuance of the contract," the words "or expressly or impliedly agreed with reference to such advance to cultivate this year" † (2), should be inserted.

In

* (1) I hold that the terms of the law admit of a magistrate's taking up a case under the Indigo no matter in what year the cash advance was made, provided the agreement included the present season.

† (2) I hold that a ryot, having received cash advance last year without having fixed any term to the continuance of the contract [*or expressly or impliedly agreed with reference to such advance to cultivate this year*], cannot be ordered to sow this year, unless by the receipt of a second cash advance this season he has confirmed and continued the contract.

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In Mr. Molony's memorandum, paragraph 2, I think that after the words * (3), " I am also of opinion that it will apply to cases in which," the words " the evidence shows the agreement was intended to extend to the present season though no term is specified," should be inserted.

5. I quite agree with Mr. Beaufort in his remarks in paragraphs 2 and 4 of his letter, upon the second point touched in Mr. Herschel's and Mr. Molony's memorandums.

6. In the second illustration given in Mr. Grote's proposed circular,† I do not think that the question raised should be said to be beyond the jurisdiction of the Special Court. I think that in such a case the question, being doubtful, would be fully within the jurisdiction of the magistrate, and would be the question which the magistrate ought to try. If satisfied, on the whole evidence, that the ryot is right in saying that he never agreed to be bound beyond the year, the magistrate will of course dismiss the case; but if satisfied that the agreement, though verbal, did extend to the present year, the magistrate should decide the case according to the nature of the evidence, upon the same principles as Cases 1, 2, and 3.

To the Commissioner of Rajshahye (No. 1883); dated the 23d April 1860.

Sir,

I AM directed by the Lieutenant Governor to forward to you, for distribution, &c.

To the Commissioner of Nuddea (No. 1884); dated the 23d April 1860.

Sir,

WITH reference to your letter, No. 98 Ct., dated the 16th instant, the original enclosures of which are herewith returned, I am directed by the Lieutenant Governor to forward to you for distribution amongst the officers of your division empowered to carry out the provisions of the Act to enforce the fulfilment of indigo contracts, 25 copies of an opinion by the Advocate General on certain points connected with the working of that law.

I have, &c.
(signed) *A. R. Young*,
Secretary to the Government of Bengal.

— No. 21. —

From *A. Forbes*, Esq., Officiating Secretary to the Indigo Planters' Association, to the Secretary to the Government of Bengal, dated 2, Old Post Office-street, March 1860.

Sir,

A REPORT has appeared in the " Englishman" of this morning that the Hon. Mr. Ashley Eden is about to be re-appointed magistrate of Baraset, and another report is in circulation that that gentleman is about to be posted to Moorshedabad.

2. The ryots of both these districts have manifested a very bad spirit with regard to indigo cultivation, which prevails largely there.

3. It

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* (3) I am also of opinion that it will apply to cases in which [*the evidence shows the agreement was intended to extend to the present season, though*] no term is specified where there may have originally been a cash advance, not paid off, and where the ryots may have by any act admitted that the agreement is still in force, even though no fresh cash advance may have been made to him this season.

† (B) In another case the plaintiff files an agreement which contains no specific term, and leaves the question doubtful as to whether it was intended to bind the ryot beyond the year in which it was entered into, and in which the advance was made. Defendant admits that he received advance on it, and that he is in balance to the Factory, but denies that it binds him for this year. (The question raised here is beyond the jurisdiction of the Special Court).

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3. It is believed that the Government of Bengal is doing its utmost to suppress the agitation in these districts, and I have the honour to observe that, in the opinion of the Central Committee of the Association, the appointment of Mr. Eden to any indigo district will be attended with the worst consequences, as that gentleman has identified himself in every way, both publicly and privately, with opposition to indigo cultivation.

From *A. R. Young*, Esq., Secretary to the Government of Bengal, to the Officiating Secretary to the Indigo Planters' Association (No. 1115), dated 23d March 1860.

Sir,

I AM directed by the Lieutenant Governor to acknowledge the receipt of your letter, dated the 22d instant, bringing to notice two contradictory reports regarding the appointment of Mr. Eden.

In reply, I am desired to state for the information of the Association, that it so happens that before the receipt of your letter Mr. Eden had been appointed to Cuttack, and another gentleman to Moorshedabad. This makes it unnecessary to say more in reply to your communication than that the Lieutenant Governor is bound to affirm that to whatever office Mr. Eden might be appointed, the Lieutenant Governor does not entertain a doubt that Mr. Eden would act with perfect fairness between all men and all classes.

— No. 22. —

PETITION from the Inhabitants in the Districts of Nuddea and Jessore to the Honourable *J. P. Grant*, Lieutenant Governor of Bengal.

The humble Petition of the undersigned Ryots of sundry villages herein below-named, in the districts of Nuddea and Jessore—

Respectfully showeth,

THAT your petitioners being sorely oppressed by the proceedings of Mr. George Meares and sundry other persons, carrying on the manufacture of indigo in the above-named districts, respectfully appeal to your Honor for protection.

2. That your petitioners, finding the cultivation of the indigo plant very unprofitable, in fact, ruinously unprofitable to them, have refused to enter into contracts to cultivate the plant, and therefore the manufacturers have in various ways proceeded to oppress them, with a view to force them to enter into such contracts.

3. That your petitioners having petitioned the joint magistrate of Zillah Jessore, Mr. Skinner, the latter functionary told them that they must sow indigo seed, and in order to coerce them into a compliance with his orders, ordered 49 of their fellow villagers into confinement for short periods on the pretence that they had been guilty of contempt of court.

4. That these proceedings of the joint magistrate of Jessore have thrown your petitioners into consternation, and they know not how to avail themselves of the benefit of your Honor's late proclamation when they find the district authorities so openly inclined to set its provisions at naught.

5. That the joint magistrate is a frequent visitor at the factories of Mr. George Meares, and issues many of his orders from there.

6. That Mr. George Meares has thus opportunities to operate upon the convictions of the magistrate in a manner prejudicial to the interests of justice and prejudicial to your petitioners.

7. That Mr. George Meares has, as your petitioners understand, advanced sundry charges against them in a letter or report addressed to your Honor.

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These charges, your petitioners beg leave distinctly to state, are utterly groundless; your petitioners have not been guilty of any the slightest breach of the peace, their sole aim being to avoid being made to enter into contracts which are likely to prove heavy losses to them.

8. Wherefore, your petitioners pray that your Honor will be pleased to warn Mr. Skinner against acting otherwise than in the spirit of your Honor's proclamation, and generally in a fair and impartial spirit.

And your petitioners, as in duty bound, shall ever pray.

(No. 1289.)

EXTRACT from the Proceedings of the Lieutenant Governor of Bengal in the Judicial Department, under date the 28th of March 1860.

READ a petition from Ushruff Mundul, Mochee Mundul, Obedul Mundul and others, ryots of certain villages in the districts of Nuddea and Jessore, complaining against the proceedings of Mr. George Meares and other persons engaged in the cultivation and manufacture of indigo.

The petitioners represent that having refused, on account of the unprofitableness of the business, to enter into contracts to cultivate indigo, they have been in various ways oppressed by Mr. Meares and other indigo planters, with a view to force them to enter into such contracts against their will; and that, having laid their grievances before the officiating joint magistrate of Jessore, Mr. C. B. Skinner, they have not only failed to obtain any redress from that officer, but that they have been told by him "that they must sow indigo," and that 49 of their fellow villagers have been imprisoned by him, for the ostensible offence of contempt of court, but really in order to coerce them into compliance with the orders passed by him in favour of the planters. They assert also that between the officiating joint magistrate and Mr. Meares a degree of intimacy exists which is extremely prejudicial to the interests of justice in any case in which Mr. Meares may be a party.

Ordered, that the petitioners be informed that if it is really true that any one has oppressed them with a view to force them to enter into contracts, they have only to complain to the magistrate, bringing forward evidence in support of their allegations, or to file actions against the wrong-doer in the moonsiff's court, or simultaneously to adopt both courses. But that if they commit any riot or breach of the peace, they will surely be punished.

As regards the injustice which the petitioners have imputed to the officiating joint magistrate in dealing with their case, they are informed that Mr. Skinner has been called upon to submit a report upon the subject for the Lieutenant-Governor's consideration.

From *A. R. Young*, Esq., Secretary to the Government of Bengal, to the Commissioner of Nuddea (No. 1290), dated the 28th March 1860).

Sir,

I AM directed to forward to you the accompanying copy of a petition presented by Ushruff Mundul and other ryots of certain villages in the district of Nuddea and Jessore, complaining of the oppression practised upon them by Mr. Mears and other indigo planters, and against the proceedings of Mr. C. B. Skinner, the officiating joint magistrate of Jessore,

2. The petitioners have been informed that if it is really true that any one has oppressed them with a view to force them to enter into contracts, they have only to complain to the magistrate, bringing forward evidence in support of their allegations, or to file actions against the wrong-doer in the moonsiff's court, or simultaneously to adopt both courses. And they have, at the same time, been warned that if they commit any riot or breach of the peace, they will surely be punished.

3. The Lieutenant Governor desires that you will direct the magistrate to take all possible pains to impress the same thing on these petitioners, and on all other ryots

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ryots who may make general complaints of oppression in order to induce them to contract to grow indigo.

4. It is beyond all necessary to be extremely careful in the execution of the new law, and in all proceedings connected with indigo cultivation, not to confound ryots who have not contracted and taken cash advances for the current season with those who have; and when the question of fact is raised, to spare no pains, in the truest spirit of equity between both parties, to get at the real truth. You are desired studiously to impress this principle on all the magistrates subordinate to you.

5. With reference to the petitioners' complaints against the Officiating Joint Magistrate of Jessore, you will be so good as to call upon Mr. Skinner to submit, through you, an explanation of the matter alleged regarding him.

(No. 1291.)

Copy of paras. 2 to 4, forwarded to the Commissioner of Rajahshye, for his information.

From *A. Grote*, Esq., Commissioner of the Nuddea Division, to the Secretary to the Government of Bengal, Fort William (No. 94 Ct.), dated Allipore, the 14th April 1860.

Sir,

On receiving your letter (No. 1290), dated 28th ultimo, with enclosure, I issued the annexed orders to the magistrates of Nuddea, Jessore, and Barraset, and called for the explanation required from Mr. Skinner. No. 5, dated 29 ultimo.

2. This explanation* I now beg to lay before his Honor the Lieutenant Governor, together with copy of Mr. Molony's letter, forwarding it. The case of the 49 men alluded to in the petition as having been imprisoned by Mr. Skinner is, as I suspected when I read the passage, that of rescue reported to Government on the 23d ultimo. * In original.

From *A. Grote*, Esq., Commissioner of the Nuddea Division, to the Magistrates of Jessore, Nuddea, and Barraset (No. 5 Circular), dated Allipore, the 29th March 1860.

Sir,

The following extract from Government Order (No. 1290), dated 28th instant, on a petition presented to the Lieutenant Governor by Achruf Mundul and others, ryots of certain villages in Nuddea and Jessore, are appended for your guidance. The purport of the petition was to complain generally of the oppressions practised on the petitioners by Mr. Meares and other planters, and of the proceedings of Mr. Skinner. Paras. 2, 3, and 4.

2. You are requested further to warn villagers that clamorous and disorderly gatherings under the pretext for petitioning will not be allowed. Everything which they may have to urge will be patiently listened to, but they will be likely to urge far more effectually by entrusting their petition to a few than by presenting it in a crowd.

3. Mr. Skinner is required by his Honor the Lieutenant Governor to furnish an explanation of his proceedings complained of in the Petition, which is herewith forwarded to you for communication to that gentleman. To Jessore only

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From *E. W. Molony*, Esq., Officiating Magistrate of Jessore, to the Commissioner of Circuit Nuddea Division, Kishnaghur (No. 90), dated Camp, Manickdee, the 3d April 1860.

Sir,

With reference to your letter (No. 5), dated the 29th ultimo, forwarding a petition from certain ryots, and calling for an explanation of Mr. Skinner's conduct complained of, I have the honour to forward Mr. Skinner's explanation. The falsity of the allegations in the 7th paragraph, that they are not under contracts to sow indigo, is apparent; many of the villagers having since acknowledged their contracts and their willingness to sow, alleging as a reason of their previous denials the intimidation of villagers combined to suppress indigo cultivation, and claiming police protection from the above villagers to enable them to carry out their engagements. The course adopted by Mr. Skinner to suppress the riotous spirit that was gaining ground has been perfectly successful, and the people in this neighbourhood, and indeed all along the Jessore border, I think, understand the necessity of urging any complaints they may have in an orderly and regular manner.

From *C. B. Skinner*, Esq., Officiating Joint Magistrate of Jessore, to the Officiating Magistrate of Jessore (No. 69), dated Camp Manickdee, the 3d April 1860.

Sir,

I have the honour to furnish the following explanation, as called for in Government letter (No. 1290), dated the 28th ultimo, on petition of Asruff Moudul and others:—

1st. Petitioners' abodes are not specified; I cannot therefore state their individual grievances as set forth in clauses 1 and 2; nor are the names known to me.

Clause 3 is false. The 40 men referred to are those, the attempt to release whom has been reported officially. I did not pass sentence on any, but made over the case (viz. of intent to break the peace) to Mr. Molony, magistrate of Jessore for decision. I have not attempted in any way to intimidate any persons into sowing indigo; I have not acted contrary to the provisions of the notification referred to in paras. 4 and 8, which was a fac simile of my own address to the ryots, delivered previously to its receipt; all my proceedings have been duly reported to the Commissioner.

I have not issued a single order from any place, save my tent and Baloopole Thannah, since I came out to these parts. The imputations cast on me in clauses 5 and 6, are false, and without foundation.

Clause 7 does not concern me.

From *A. R. Young*, Esq., Secretary to the Government of Bengal, to the Commissioner of Nuddea (No. 1820), dated the 19th April 1860.

Sir,

I am directed to acknowledge the receipt of your letter (No. 94), dated the 14th instant, submitting an explanation from Mr. C. B. Skinner, officiating joint magistrate of Jessore, in regard to the allegations contained in a petition from the inhabitants of certain villages in Jessore, that Mr. Skinner, when applied to, did not afford them redress from the oppressions of the indigo planters, and that he used coercive measures to force them to sow indigo.

In reply, I am desired to state that the Lieutenant Governor considers Mr. Skinner's explanation to be quite satisfactory.

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— No. 23. —

From *A. Grote*, Esq., Commissioner of the Nuddea Division, to the Secretary to the Government of Bengal, Fort William (No. 14), dated Kishnaghur, the 31st March 1860.

Sir,

THE enclosed original petition from Mr. J. White, of Banshariah, has drawn my attention to the several letters signed L. W. Hutchinson, in the accompanying issues of the "Bengal Hurkaru."

2. Mr. Hutchinson is moonsiff of Hanskhalle, and in that capacity has to decide on questions at issue between the planters and their ryots. There is not apparently anything in these letters which is objectionable or unreasonable, but it is unbecoming for the bench to enter into controversy in the public papers, and I recommended that Mr. Hutchinson be transferred to another chowkee.

3. Mr. White, it seems, complained some time ago to the judge that the moonsiff was advising the ryots, and interfering with the working of his factory, but he was not, on being called on for proof, able to adduce anything sufficiently specific. The letters to the papers since published, show at all events that the moonsiff has strong opinions on the indigo question.

From Mr. *John White*, of Banshariah, to *A. Grote*, Esq., Commissioner of Nuddea &c., Kishnaghur, dated the 31st March 1860.

Sir,

I HAVE the honour to bring to your notice with regret, the very reprehensible manner in which Mr. Hutchinson, the moonsiff of Hanskhally, is conducting himself towards my Hanskhally factory, by continually instigating and backing the ryots of Govindapore, (a village in the immediate neighbourhood of my Hanskhally factory) to rebel against the factory: this he has most successfully done, the ryots being in open insurrection, assaulting any of my factory servants who approach the village. I can only attribute this feeling of animosity to my having refused Mr. Hutchinson permission to live in my house at Hanskhally, on more than one occasion, after which he applied to my son, who was occupying the house there, and was also politely refused by him.

Mr. Hutchinson commenced the erection of a cutcherry in the midst of the Hanskhally Bazaar, when the Mahajans in a body protested and begged my son to try and have the site removed to near the thannah, and on my son's application to Mr. Skinner, the judge, an order was obtained to this effect. Ever since the circumstances above mentioned, Mr. Hutchinson has invariably shown the greatest animosity to my son, and towards the Hanskhally factory, by encouraging the ryots of Govindahpore to oppose my factory servants in collecting my rents and in sowing indigo.

I had occasion to discharge the gomashta of my Hanskhally factory for misconduct. Mr. Hutchinson took this man into his confidence, and in conjunction with him tampered with the ryots to induce them to oppose the factory.

Mr. Hutchinson is now living in this gomashta's house, which is just outside the factory compound.

In further proof of Mr. Hutchinson's hostility to indigo planters in general, I have the honour to produce six numbers of the "Bengal Hurkaru" newspaper, in which he expresses his opinion openly as opposed to indigo planters, thus rendering himself unfit to judge impartially between them and the ryots. Under these circumstances, I trust you will see the justice of removing Mr. Hutchinson from the neighbourhood of Hanskhally.

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From *A. R. Young*, Esq., Secretary to the Government of Bengal, to the Commissioner of Nuddea (No. 1535), dated 5th April 1860.

Sir,

I AM directed to acknowledge the receipt of you letter, No. 14, dated the 31st ultimo, with enclosures, bringing to notice a complaint of Mr. White, of Bansbarriah, against Mr. Hutchinson, the moonsiff of Hanskhalee, and recommending the transfer of the latter to some other station, on the ground that being a judicial officer it was unbecoming on his part to have entered into a controversy in the newspapers on the indigo question.

There is nothing objectionable, as you justly remark, in the published writings of Mr. Hutchinson, for which it is proposed to transfer him to some other moonsiffship; and at the present time it is necessary to be very careful in avoiding all measures which would tend unnecessarily to give any color of partizanship, on either side, to the proceedings of Government in relation to the indigo question.

Mr. John White, at whose instance you move the Government to transfer Mr. Hutchinson, is, the Lieutenant Governor believes, the owner of the factory which, under the management of Mr. White, junior, has been brought more than once lately unfavourably to the notice of Government, and of the district criminal court. Mr. John White commences his present application by charging Mr. Hutchinson with misconduct, and it seems that he had made the same charge before, but was able to bring no evidence in support of it. As he has no more evidence now, and as there seems no reason to suspect Mr. Hutchinson of any misconduct, whilst there is strong ground to be dissatisfied with the late management of the factory, the Lieutenant Governor cannot consent, on this complaint, to transfer Mr. Hutchinson.

But you may convey in an informal manner to Mr. Hutchinson the Lieutenant Governor's advice not to write any more in the newspapers on the indigo question whilst he remains in the office of moonsiff of Hanskhalee; as his doing so, in the present excited state of feeling on that subject, may give an opportunity to those who take a view of that question opposite to his, with more or less of plausibility, to impute to him prejudices likely to warp his judgment, in a certain class of cases that may come judicially before him.

— No. 24. —

From Lord *H. U. Browne*, Under Secretary to the Government of Bengal, to the Commissioner of Nuddea, (No. 821), dated the 6th March 1860

Sir,

I AM directed by the Lieutenant Governor to call your attention to a letter in the "Englishman" newspaper of the 27th ultimo, signed "Walter Ken Waller, Surgeon E. B. Railway," bringing to notice certain violent proceeedings in the Nuddea District, and to state that as the writer alleges certain occurrences to have taken place, his evidence should be taken, and such subsequent proceedings instituted as may be necessary in the case, unless the matters referred to by the writer have been previously taken up by the magistrate.

To the Editor of the "Englishman."

Sir,

Without entering into the questions at issue between the Nuddea indigo planters and their ryots, so diligently fomented by a portion of the Calcutta weekly press, I think it a duty, and that I may serve the public cause, by informing you of some recent occurrences, the evident consequence of the acts of those persons who see in every planter a demon, and in every ryot an angel.

I have been five months in this district, and have had ample opportunity of forming opinions as to the truth of such ideas, and need scarcely say I differ widely with the originators of them.

You are aware how the disinclination on the part of the ryots to sow indigo has spread throughout this district—a refusal disastrous probably in its effects, but to which *per se* small objection can be taken, if we allow others the same freedom of thought, and action we

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we claim for ourselves. But passive resistance to the fulfilment of contracts appears to have ceased, and the following instances will show the animus now commencing to pervade this part of the country.

The police are much to blame, as the following will show:—

On the morning of Sunday last, the 19th instant, the Darogah of —— with several burkundauzes, and from 60 to 70 lattials and spearmen, from Jorumpore village, proceeded to the adjoining village and factory of Chandpore, with the ostensible intention of searching for armed men in the factory employ. None were found; but that the visit might not be profitless, two poor men engaged at the time in gathering date-juice were beaten severely, one of them being also wounded in the calf by a spear; a third man, chowkeedar of an adjacent village, was also assaulted, and the three were then induced by threats or bribes to prefer complaints against the servants of the Chandpore factory as having attacked and ill-treated them, although, as I have said, the assault was committed on them all by the Darogah's own party, and probably under his own eye. This Darogah is a notorious drunkard, as I could easily prove to you were not proceedings already commenced against him in another quarter.

Again, this morning, news has been received that the bungalow at Khajoorah factory (three miles from Chandpore), together with the chowkeedar's house, had been partially destroyed by an incendiary fire. The two buildings being at least a quarter of a mile apart, it is not likely that both should have ignited spontaneously or accidentally. Khajoorah bungalow is not inhabited except on occasions of business, and during the manufacturing season, and so no risk of loss of life was incurred; but if matters do not improve we may expect those factories which are inhabited to become the objects of attack, a prospect of anything but a pleasing character, and one which probably the ryot's *soi disant* friends and unsolicited counsellors had not anticipated.

If Government would give the planters fair play, instead of condemning them on *ex parte* statements, if they would but disclaim the diligently circulated rumour that they intend to discourage the growth of indigo, if they would replace the present tedious process for non-fulfilment of contract in a civil court by a cheap summary process in a magistrate's, if they would but assist in showing that the interests of planters and ryots are not antagonistic, we might look forward to a future less gloomy than that which I, for my part, fear is approaching, to both parties concerned.

I am, &c.

Kishnaghur District, 23 February 1860.

Walter Ken Waller,
Surgeon, Eastern Bengal Railway.

From *A. Grote*, Esq., Commissioner of the Nuddea Division, to the Secretary to the Government of Bengal; (No. 81 Ct.), dated Allipore, 22d March 1860.

Sir,

In reply to your letter, (No. 821), dated the 6th instant, drawing my attention to a letter in the "Englishman" newspaper of the 27th ultimo, signed Walter Ken Waller, I beg to submit herewith copy of a letter from the officiating magistrate of Nuddea, (No. 83), dated the 13th instant, bearing on the subject.

From *W. J. Herschel*, Esq., Magistrate of Nuddea, to the Commissioner of Circuit, Nuddea Division; (No. 83), dated Kishnaghur, 13 March 1860.

Sir,

In reply to your memorandum, (No. 90 Ct.), dated the 9th instant, I have the honour to state that all the allegations mentioned by Dr. Waller, in the "Englishman" newspaper, are under investigation.

The charge of drunkenness against the Darogah (alluded to also in Mr. Meares' letter to Government) has been disposed of. The Darogah has been acquitted of the charge, which appears to have originated in the natural roughness of his manner.

I may mention that the stories current of two factories having been burnt by the ryots in this district are half false and partly exaggerated.

The wounding case is under inquiry by Mr. Maclean, and the Khajoora's arson case also. Immediately on the facts being ascertained, you shall be informed of them.

P. S.—Signed in camp, 16th March. To-morrow's weekly report will contain fuller particulars. The Khajoora case is open to doubts. The fact is that the thatched verandah of a small out-factory at Khajoora has been burnt down;

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the door-posts have also been destroyed by the flames, and a chair and some of the furniture injured. Mr. Maclean reports against its having been an act of incendiarism, but my own opinion inclines the other way. There is absolutely no direct evidence, and the factory people have taken no steps whatever in the matter.

From *A. Grote*, Esq., Commissioner of the Nuddea Division, to the Secretary to the Government of Bengal; (No. 62 Ct.), dated the 6th March 1860.

Sir,

In case his Honor the Lieutenant Governor may have been led by the statements lately made in the newspapers, to apprehend that serious disturbances may be expected in the Nuddea district, I beg to lay before him, in original, the first of a series of weekly reports which I have for the present called for from the magistrate.

2. At my suggestion, Mr. Herschel has gone to Goberdangah, and I intend in a day or two to proceed to the Gyeghattah Dak bungalow to have an interview with him. Meanwhile, I have instructed him to the purport of the enclosed letter, on the receipt of a very urgent appeal from Mr. Meares of the Lokenathpore concern. As the latter complained of the conduct of the Joyrampore ryots, who had petitioned Government, and described them as misleading and instigating other villagers who had already taken their advances, I thought it right to draw the magistrate's attention to his Honor's orders on the petition in question, received only yesterday, and more especially to that passage in it which should correct the erroneous impression said to prevail among the people that Government is opposed to the cultivation of indigo.

3. I do not myself apprehend that the ryots will generally be aggressive; but from all accounts there is a strong and nearly unanimous indisposition on their part to sow indigo, and this is not confined to those ryots who have declined to take advances. This is of course a subject of much alarm to the planters who have advanced, and attempts may be made to avoid impending ruin or heavy losses by sowing for themselves. In this case there may be some serious affrays. The first fall of rain will put an end to the present state of suspense.

4. The return of the original enclosure is requested when no longer required.

First Weekly Report on the state of the Indigo Districts in Nuddea, from *W. J. Herschel*, Esq., Officiating Magistrate of Nuddea, for the Week ending 3d March 1860.

1. This being the first report, I must revert to the date of my taking charge, on the 20th February. The principal signs of excitement were then in the Southern Thannahs, where the ryots and the Bengal Indigo Company were in dispute.

2. Previous to that date, Mr. Campbell, an assistant of Mr. Larmour's (the manager of the company), had gone on the 5th January to measure some fields, but was driven off by the ryots, his ameen and gomastah and khalasees being taken prisoners, and subsequently released the same day. No personal injury was done to anyone. In this case, Syam Chunder Pal Chowdhery, the zemindar, is charged with the instigation of the attack.

3. On the 17th of January, Mr. Hyde, an assistant in the same concern, going to test measurements, had two clods thrown at him by the ryots. He was not hurt.

4. On the 3d of February, Mr. Campbell again went to measure lands in another village in the same neighbourhood, and under the same zemindar, where he was assaulted, knocked off his horse, and severely beaten by hired lattials. In none of these cases did the ryots make any complaint.

5. On the 17th of February, Mr. Hyde, going again to measure in another village, was prevented by the ryots, and his ameen and khalasee were seized in his presence, and carried off to the Thannah, with a petition, saying that Mr. Hyde had come with lattials, who had been driven off by themselves with loss of the two prisoners.

6. On the 20th of February, the ryots of Nowhattah, in which Mr. Campbell had been first resisted, sent a lattial into the Thannah, as having been captured in an attempt (successfully resisted) to carry off the village cattle. The witnesses to this case broke down completely, but no counter complaint was lodged.

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227

7. With these exceptions no breach of the peace has occurred in Goburdangah Thannah, but several petitions have been put in by the ryots protesting their aversion to cultivate indigo.

8. Saursha Thannah has all along been quiet.

9. So has Asaroo (Bagdah) Thannah.

10. The Santipoor sub-division is quiet, there being very few planters in it.

11. In Hanskally the feelings of both parties are very warm, and numerous petitions are presented, but no breach of the peace worth mentioning has occurred since the first serious affray at Gobindpoor (Mr. White's factory of Bansberiah).

12. In Hadra I expect any moment to hear of an affray; but the only tangible complaint preferred to myself has been one of kidnapping, so clearly resting on false witnesses that I had no hesitation in dropping the search for the missing man and dismissing the case.

13. A complaint, however, was preferred in December last, to the effect that six men of the village of Sounpookheriah had been seized on the 26th of that month by a party of lattials dispatched from the Hadra factory. Search for them failed, and it was only by an accident that they were all released on the 23d February. Their depositions wear an appearance of truth, which the unanimous *alibi* pleaded by all the defendants supports. They relate that they were marched about to almost every factory in Mr. Hill's concern. They do not, however, charge anyone except the lattials originally employed to seize. They say they never saw anyone but their guards, and never saw daylight. The case is not absolutely free from doubt; it is however impossible but that, if true, it will be perfectly clear at last.

14. About the middle of January information was given that two men of Pathurghattah had been carried off on the market day. They were searched for without effect, but yesterday they appeared at the Thannah Hadra, saying they had been released in the night. This case is by no means proved yet; but as no less than five men have been missing from this village for some weeks, I report it, particularly as the six men mentioned in the previous case say they met these two in confinement. At the same time, with these two men a third (also of Pathurghatta) appeared at the Thannah, and stated that he had been imprisoned since the 24th Agrun (early in December), and had been released at the same time as the two just mentioned. No complaint had been lodged of this before, the plaintiff saying he had no friends to report it. This man also was seen by the Sounpookheriah men while in detention.

15. In the end of October, Jamirat, a man of Pathurghatta, complained that he and two others had been carried off by the Dewan of Hadra factory (Mr. Forlong's), and that, after a few days imprisonment in different factories, he escaped while being sent from one to another. His companions have not yet been found. They were both, however, seen at one of the factories where the Sounpookheriah men were confined.

16. In the Damoorhoodah Sub-division there had been no outbreak of excitement till the 20th, on which day a slight affray took place at Chundpore (Mr. Chardon's factory, in Mr. Meares' Lokenathpore concern), in which a ryot, Madaree Sheik was wounded by a Surkee in the calf of the leg (a bad wound, but not dangerous).

17. A petition has been put in by a Chowkeedar of Mr. Chardon's factory to say that an attempt has been made to burn it down; but as this was several days ago, and no complaint was made at the Thannah, and no attempt has been made to prove the case, I do not altogether trust the complaint. The Darogah has made no report of it. I expect a report from personal investigation of Mr. Maclean in a day or two.

18. Very numerous petitions have been presented by the ryots, and proportionately by the planters in that neighbourhood; the former of the usual kind, objecting to take advances, and stating their apprehensions of force being used; the latter accusing different parties of instigating the ryots.

19. The above statements contain every actual breach of the peace that has occurred worth reporting during the last few months. They do not represent the heat of the feeling that exists, and I must say I think it rather creditable to the police under my predecessors that no more serious riot has taken place. Kidnapping, however, is a crime which no police can prevent, and none but a detective police can punish, and in the latter we are certainly deficient.

20. As to the measures adopted, besides the ordinary penal remedies, I may report that Mr. Maclean (an officer on whom, from what I have seen, I have considerable reliance), has gone out to Damoorhoodah, where the best Darogah, Gresh Chunder Bose, of the Kutwally, has also been sent, and where the police has been reinforced from other Thannahs, and that I am about to leave to-morrow myself for Goburdangah for a short visit, where I will make the changes recommended by yourself.

21. These reports will be continued weekly while necessary.

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From *A. R. Young*, Esq., Secretary to the Government of Bengal, to the Commissioner of the Nuddea Division; (No. —), dated Fort William, the 17th March 1860.

Sir,

I AM directed to acknowledge the receipt of your letter, (No. 62 Ct.), dated the 6th instant, submitting the magistrate of Nuddea's first weekly report upon the present disturbed state of affairs in that district, and in reply to state, that the Lieutenant Governor approves of the measures adopted by yourself and by the local officers, at your suggestion, with a view to allay the prevailing excitement.

2. His Honor feels assured that Mr. Herschel will spare no exertions to get at the truth, as to the numerous cases of complaint for false imprisonment alluded to in the 12th and three following paragraphs of his report.

3. The original enclosure of your letter is returned. The letter of instructions to Mr. Herschel, referred to in your second paragraph, did not accompany your communication under acknowledgment.

From *A. Grote*, Esq., Commissioner of the Nuddea Division, to the Secretary to the Government of Bengal; (No. 70 Ct.), dated the 12th March 1860.

Sir,

IN continuation of my letter of the 6th instant, (No. 62 Ct.), I have the honour to lay before his Honor the Lieutenant Governor of Bengal, the original second Weekly Report on the state of the Indigo Districts in Zillah Nuddea, and to request the favour of your returning the same when no longer required.

I have been for two days with Mr. Herschel, who is now going to Damoorhoodah. His transfer of some of the darogahs has been judicious. As he has personally opened the Bongong Sub-division, I have approved of his retaining charge of it until relieved; and should Government see no objection to the measure, I propose that Mr. McNeil be temporarily appointed to it. It is of importance that a good officer stays here for the next few weeks.

SECOND WEEKLY REPORT on the state of the Indigo Districts in Nuddea, from *W. J. Herschel*, Esq., Officiating Magistrate of Nuddea, for the Week ending 10th March 1860.

No breaches of the peace have occurred up to date in the south of the district, nor up to Friday evening in the north. Mr. Maclean reports from Damoorhoodah that the excitement is no less, though both parties are more cautious for his presence. He does not anticipate anything like a show of violence on the part of the ryots on their own motion; and, as the planters seem sensible of the danger of provoking it, I am in hopes that peace at all events will be preserved.

The ryots, however, in that district seem determined not to sow indigo in several villages, the old impression that Government wishes to stop planting being still prevalent.

I have been myself to the Bongong Sub-division to ascertain the temper of the ryots in the south of the zillah.

In Mr. Larmour's own estates (where he holds zemindaree rights) the ryots are prepared to sow as usual, but they are not to be considered as reliable in this respect. The open determination of their fellows on the estates of neighbouring Zemindars to whom Mr. Larmour has made advances, to refuse all further connexion with the factory, has had an effect on them which may still induce them to break their contracts. At present, however, cultivation is going on quietly. It is on the estates of native Zemindars that the ryots are showing the worst signs, particularly on that of Syam Chunder, Chowdhery. The assaults on Mr. Larmour's assistants (Messrs. Campbell and Hyde) reported last week as having occurred some time ago, were all committed by these ryots, and I am glad to say that on no other estate has any personal violence been offered to Europeans.

The whole of these cases have been taken up, and (with one exception, which will come on for decision on Tuesday next) have been disposed of during the week. Convictions have been obtained in all.

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The most serious one, in which Mr. Campbell stated that he had been knocked off his horse, and beaten till he was insensible, has to a certain extent proved a mistake. Mr. Campbell had just been measuring some lands, which the ryots assert he had no right to do. The villagers gathered together; one or two men seized his horse's bridle; two men from the crowd struck him with their lattics, one on the shoulder and the other more slightly on the back. The horse reared and fell, and Mr. Campbell must have been stunned by the fall. It is quite clear, from the absence of all other marks, that he was not struck after he fell. I am bound also to say, that the witnesses in this case had not been properly warned before being produced. Mr. Campbell's own statement of what occurred up to the moment of his fall was temperate and reliable, and one man has been convicted on it, and sentenced to a year's imprisonment. I regret much that no more of the defendants could be punished.

In none of the other cases was any very serious bodily harm done, and the sentences have been in proportion.

I mention this much, as the temper of the ryots here is supposed to be more violent than it really is. In all these cases their object seems to have been to show determination enough to prevent the planters from coming to the village again, but not to revenge supposed injuries. The difference appears to me material, and its record but just.

On the 7th I received at Bongong the reply of the Lieutenant Governor to the petition of the Lokenathpore ryots. I published here, and forwarded to Mr. Maclean for publication, the enclosed perwannah to the police, with extracts from the order.

The extracts appeared to be all that was of general importance in the order, and the perwannah will, I hope, be found to be in accordance with its spirit.

The order has already been beneficial. Some of the villagers, who had hitherto hesitated to act up to their agreements, have now expressed their willingness to do so, and one of the hostile Zemindars has sent conciliatory orders to his ryots; but on Syam Chunder's estates the ryots are as firm as before. They deny, indeed, that they have taken advances, but against this is the statement of Mr. Larmour's assistant, that he gave it to them with his own hand. This morning I learn that these ryots interpret the order as a prohibition to sow indigo. I am not sorry, therefore, that I have already told both parties that for further interpretation of the law they must look to the court alone.

I have seen enough already of the risks attending such proceedings as the public expression of opinion through the Mofussil Police on matters of private interest in dispute. Nothing, therefore, but the growing strength and consequences of the rumour which, arising from such a step, has gained ground among the ryots as to the hostility of Government to indigo planting would have induced me to counteract it by a second step, which must for a time embarrass my position with both parties still further than I found it to be on my arrival in the zillah by the first.

But the consequences had already become important. To the planters, indeed, they were vital, and they threatened to become serious to the public peace of the district on the first fall of rain, and that was already falling.

Under these circumstances the perwannah will, I hope, meet your approbation and that of the Government.

W. J. Herschel,
Officiating Magistrate.

12 March 1860.

P. S.—I have received, since writing the above, a note from Mr. Maclean, reporting a circumstance which, unless I can induce the planters to prove their disavowal of its origin, may, I much fear, complicate matters exceedingly in the Damoorhoodah Subdivision. A few nights ago, on the 7th and 8th, the village of Doodhpethley was fired, and 28 houses were burnt down. The circumstances leave little room for doubt that the act was one of incendiarism. From previous occurrences it is natural to attribute it to the agency of the Lokenathpore factory. This is the conclusion to which the ryots have at once come. Two men, of low standing indeed, attached to the factory, are named by the ryots. It is hardly credible that any Englishman can have given orders for such a deed, but it is not impossible that it may have been committed for the express purpose of inducing an explosion of feeling by third parties. I have written to Mr. Meares, suggesting either the offer of a high reward by the planters for the discovery of the offender, or, if possible, a subscription in favour of the sufferers. Unfortunately, the property destroyed is estimated at 5,000 rupees.

W. J. Herschel,
Officiating Magistrate.

From *A. R. Young*, Esq., Secretary to the Government of Bengal, to the Commissioner of the Nuddea Division; (No. 1024), dated Fort William, the 19th March 1860.

Sir,

I AM directed to acknowledge the receipt of your letter (No. 70 Ct.), dated the 12th instant, enclosing in original Mr. Herschel's second weekly report on the state of the indigo districts in Zillah Nuddea, and in reply to inform you that the

the Lieutenant Governor approves of your proposal to appoint Mr. McNeil temporarily to the charge of Bongong Subdivision, which he has been directed to join with as little delay as possible.

2. The Lieutenant Governor desires to be furnished with copies of the orders passed on all the cases under trial, and which have been tried since Mr. Herschel took charge of the Subdivision, connected with disputes between the servants of indigo factories and ryots.

3. The original enclosure of your letter is herewith returned as requested, a copy being kept for record in this office.

From *A. Grote*, Esq., Commissioner of the Nuddea Division, to the Secretary to the Government of Bengal, Fort William (No. 7); dated Kishnaghur, the 29th March 1860.

Sir,

With advertence to para. 2 of your letter (No. 1024) of the 19th instant, I have the honour to forward herewith, in original, the decisions of Mr. Herschel, officiating magistrate of Nuddea, in cases connected with disputes between the servants of indigo factories and ryots.

2. I request the favour of your returning the original enclosures when done with.

Prosecutor - - -	G. H. Hyde.	
His witnesses - - -		
Defendants - - -	1. Moteelal Roy.	8. Mokarim Mundul.
	2. Izhar Mundul.	9. Nasim Mundul.
	3. Jarif Mundul.	10. Badan Khamar.
	4. Pheltu Mundul.	11. Amir Mundul.
	5. Badan Shekh.	12. Jarif Sirdar.
	6. Bori Mohammed.	13. Safardi Sirdar.
	7. Moonshee Shekh.	
Their Witnesses - -		
Crime charged - - -		

Proceedings.

George Hamilton Hyde, sworn before the officiating magistrate of Nuddea, 5th March 1860.—On the morning of the 17th of February I went to Foolsurra to measure certain indigo lands. I measured there for some time, and then went on to Panchpotha and commenced measuring there. Moteelal Roy came out, mounted on horseback, with some 80 men. They surrounded me. Four or five of them caught the horse by the bridle, and Moteelal coming up made a blow at me with his stick; it struck the horse on the back, and at the same time I gave the horse the spurs, and the others were shaken off, and I got off to Gyeghatta. As I went I was pelted by clods, one of which broke in my solah hat (*hat produced, broken on the rim*); I was hit in several places on the body, and my horse also, and I was obliged to ride hard for the factory. I have not dared to leave it since; I mean, not to visit the fields. I have been obliged to keep to the roads. The ameen and the kalashee were seized and taken to the pharee at Belta. I rode in to Kishnaghur next morning, to complain to the magistrate, and was instructed to put in my petition to the Darogah, as the case was being investigated by him.

Questioned by the Court.—Did any but the two men, your ameen and Khalashee, accompany you?—One more, the thikka khalashee. We were only four men altogether. I positively swear this.

Whose fields are those on which you went to measure?—The fields belonged to the ryots of Panchpotha; I don't know to which one in particular.

Then what did you go to do, not knowing whose field it was?—We make advances to the ryots of a particular village to sow indigo. The ameen and his khalashees go to the village after the advances are over, and, with the ryot, measure the land for which he has taken advance. I afterwards test the measurements, to see that the factory is fairly treated as well as the ryot. These lands had been advanced for and measured, with the ryot's consent, before I went. I took out the jarif chitta with me, which is a note-book compiled by the ameen, showing the name of the ryot and the extent of land which he has engaged to cultivate.

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Had you picked out any particular field for measurement in this case?—No; the assault was made before I had time to do it.

Could you recognize any one of the defendants?—I could recognize Moteelal Roy, but no others.

Do you charge any others?—No, I don't know them nor their names. The Darogah, in his inquiry, has found the riot proved against six or seven men, whose names I don't know, but I wish to prosecute them as well.

Bori Mohammed.—Defendant, present, asks no specific question.

Nasimooddeen.—The same.

Mokarim.—Asks what mischief he has done to the Saheb, for which he is charged. It is explained him that he is charged as one of the riotous assembly which beat him and pelted him.

Kalachand Shekh Wit.—As above; recognises 3, Safarid Sirdar. 13, 12, 2, first seized the bridle; and 1, a servant of Syam Chunder Pal, came up on horseback, and taking a lattee from a lattial, &c.

Questioned by Defendant, *Mokarim.*—Does not know whether Safarid, Jarif Sirdar, Izhar Mundul, and Jarif Mundul were in Kishnaghur or not that day; knows they were at the Saheb's horse's head that day.

Dabnath Bose.—As above; recognises 1, 3, 2, 12, 13, as seizing the bridle. Besides, as concerned in the row generally, 9, 10, 5, 7.

Sadhoo Khalashee.—1, 2, 12, 13, 3, seized the bridle. Besides these 11, 8, 2, 3, 13, 12.

6th March.

George Hyde, re-examined.—Recognises Moteelal, present, distinctly; and believes he recognises Izhar, but cannot be certain.

Debnath Basu.—Recognises 1, 2, 3, 12, 13. 1 struck at the Saheb with a stick, and the others seized his bridle.

Sadhoo, Khalashee.—Ditto, ditto.

Kalachand Shekh.—Ditto, ditto; has known them all for a long time.

26th March 1860.

Moteelal.—Defendant (6th March at Bongong), denies; says he has nothing to do with indigo. Why should he beat the Saheb? Calls witnesses to prove that "he did not beat."

Witnesses for *Moteelal*, Defendant.—In Phalgun on 5th or 6th; I went to buy rice at Moteelal's house; Soojjaddie Mundul came also. I bought the rice and went home. Moteelal fought with no one. It is half a mile from there to where the Saheb had the row.

Soojjaddie Mundul.—As above. Leaving Motee's house, I saw a row going on, and saw the Saheb with some ryots quarrelling. Saw the Saheb push Nasim; the ryots protested, and seized the servants of the Saheb.

DECISION.

Putting the two cases together, it is abundantly clear that Mr. Hyde went accompanied only by three measuring servants to measure certain lands, and was surrounded by a considerable body of ryots, who, led by Mooteelal, Defendant, drove Mr. Hyde off with blows of sticks and clods, and seized two of the servants attending him, whom they carried off prisoners to the Thanna. The last witness's statement tends to show that some provocation was given for the assault by the plaintiff having pushed Nasim. But this statement is very different from that made by the witnesses for the counter-charge, and is evidently introduced only to throw in a doubt on the case. I consider that Mr. Hyde's statement is quite intact, and as the *alibi* is as usual worthless, and was not even urged at the time the defence was taken, I convict Motee of the crime charged; and considering that he was the first to strike a blow, which did not hit the plaintiff, that he had, according to his own statement, nothing to do with the dispute, and that it was in his power, and that of the mob, if they chose to order Mr. Hyde off, to have done so without resorting to violence, I sentence him to three months' imprisonment, and a fine of 50 rupees, in default of which he will be imprisoned for three months more; and for each period of imprisonment he will pay a fine of 10 rupees, or labour in default, till the fine be paid or the sentence expire.

W. J. Herschel,
Officiating Magistrate.

26 March 1860.

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The remaining Defendants present, Izhar Mundal, Jariff Mundal, Jorif Sirdar, Safarid Sirdar, plead *alibi* at Kishnagurh on the day in question. But on referring to the petition, it appears to have been presented on the 18th, whereas the assault took place on the 17th February. The fact of the presentation of this petition makes me more inclined to believe the witnesses for the prosecution than before; and I convict the defendants of having joined in the riotous assault on the plaintiff.

As I find that the punishments inflicted at Bongong have had their due effect in preventing violence on a subsequent occasion, I will not punish these defendants so strictly. The seizure of the servants forms no part of the charge.

They are sentenced each to a fortnight's simple imprisonment.

W. J. Herschel,
Officiating Magistrate.

26 March 1860.

Nasimooddeen, the same; to take effect on the conclusion of his present term.

W. J. Herschel,
Officiating Magistrate.

26 March 1860.

J. S. Campbell, a native of Scotland, being duly sworn by the Bible, saith, that—I am an assistant in the Bengal Indigo Company, living at Jypoor Factory. On the 5th January 1860, I went to test the measurement at Noyhattah. I had measured about 16 hands, when all the ryots came out from the village of Noyhattah with spears and lattees, numbering about some 200 men; and I saw a man on horseback, a red horse, giving orders to the lattials to take me and my gomastah, Rogoomoney Mookherjeya, prisoners. The name of this man I ascertained to be Nobin Biswas, gomastah of Syam Chunder Pal Chowdry, zemindar. They took the gomastah, ameen, Bheemchand Paulit, Mosahdy, khalasee, and Jibun Sheik, ticca khalasee, and were about to take me, only I succeeded to get away from them on horseback. They went in near *cul* to intercept me in the next village, but I succeeded to get there before. I saw my gomastah, ameen, and khalasees taken prisoners. About five hours afterwards the people came back to me, that they were kept in *duresse vile* in Nowboteah bazar, in whose house I cannot say, and after five hours let go. It was about nine o'clock in the morning when all this happened. I did not know any of the assistants' names, neither could I recognize any of them, but my officers who were taken prisoners know them, and could recognize them. I had no other witnesses on the spot except my gomastah and the other men who were with me, and who suffered. I think Syam Chunder Pal Chowdry had instigated the ryots to attack me and my servants, and thereby not allowing us to measure the lands. I understand that the above zemindar has been bound over to keep the peace towards the Bengal Indigo Company for a year, which year has not expired yet.

Taken before me this day, the 11th January 1860, at Chobeea.

J. S. Campbell.

Henry Maclean,
Deputy Magistrate.

7th March.

Sworn again.

I recognise the man present as the man whom I saw on horseback (Nobin Biswas is pointed out).

By Defendant.—I think you were dressed in white; you were ahead of the others. I never saw you before.

By the Court.—How then can you swear to him now?—I saw him under circumstances that made a strong impression, at a very short distance, about 40 yards off, and I am positive this is the man.

DECISION.

On looking over Mr. Campbell's evidence before the deputy magistrate, I find that he stated then that he could not recognize any of his assistants. He may have meant that he did not recognize them at the time, but could if he saw them again; but when the evidence against a prisoner rests, as in this case, solely on the statement of one man (I reject the witnesses as worthless in this as in the other case), it is essential that it should not be open to any misinterpretation or doubt. The point noted is certainly enough to throw a doubt over any recognition; and though I doubt not that Mr. Campbell trusts his own judgment now in recognizing the prisoner,* it is not fair to the latter to rest on that alone.

* Nobin Biswas.

I acquit the prisoner.

W. J. Herschel,
Officiating Magistrate.

26 March 1860.

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The Information and Deposition of *James Stuart Campbell*, taken on Oath before me, *Edward Drummond*, Magistrate and Justice of the Peace in and for the District of Nuddea, on the 4th February 1860.

On the morning of the 3d, yesterday, I went to re-measure the indigo lands in Bandarkhola village, which belongs to Sham Chunder Pal Chowdry. I re-measured all the lands; after doing so, I was proceeding by the road to the next village of Rossoolpore, when I was attacked by about 200 men armed with lattees and spears. They immediately surrounded me, and the lattials beat my horse on the head, which caused him to rear, and fall upon me; at the same time they struck me a severe blow with a lattee on the right shoulder, and after I was down beat me severely on the small of the back. I was stunned by the severe beating and the fall of the horse, and lay there insensible; after I recovered my senses, the whole of them were out of sight. I imagine I must have lain there without my hat (topee) in the sun for an hour; I then got up and went to Kurrispore. My horse was scampering all over the country, and the ryots of Kurrispore caught him for me.

Do you know the names of any of those who attacked you?—Yes, Kadee Biswas, Tazoo Mundul, Napal Mundul and Jaheer Mundul. The leaders were Nobin Biswas, Dinonath Mitro, Bhobun Mohun Mitro.

Do you know exactly who struck you?—He was a lattial, I should know him perfectly if I saw him.

Why did they thus attack you?—At the instigation of Sham Chunder Pal Chowdry. He is the zemindar of that village, and wants the lands himself, but his ryots have taken their advances and measured off their lands, until the issue of a perwannah by the deputy magistrate of Kalarooah, to say that the ryots need not sow indigo unless they liked. The ryots were led to believe that it was a Government order not to sow indigo, as it was issued by a Government servant.

Was any one with you when you were attacked?—I have written the names in the Bengalee petition of those who were with me, and saw the affair.

Do you know if there be any assemblage of lattials anywhere near the spot now?—I believe they are distributed to the number of about eight or 10, in each of the zemindar's villages.

In what thannah are these villages?—In thannah Goburdangah.

How far off is the thannah?—About 12 or 14 miles, but the Pharree of Bongong is about four or five miles off only, and the naib darogah was at the time within a mile or two of the attack.

4 February 1860. (signed) *E. Drummond*, Magistrate.

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6 March 1860.

James Campbell, sworn.

Did you know the defendants whose names you have given by name before this, or had you ascertained their names since, when you gave your deposition?—I did not know their names before; I ascertained them from my servants.

Can you recognise any of the men here present?—I recognise Jahur Mundul (pointing him out) as the man who knocked me off the horse, *i. e.*, who struck the horse. I do not recognise any of the others.

Had you seen Nobin Chunder that day?—No, I do not remember seeing him; my servants tell me they saw him.

By Mokhteear for 1, 2, 3.

When did you ascertain these names?—The next day.

How much had you measured in Bhandarkhola?—28 or 30 bunds.

From where you were beaten, in which direction do Bhandarkhola and Belta bear, from whence you say these lattials came?—I was going towards Rossoolpore, Bhandarkhola was on my left, about a stone's throw off, and Belta was in the same direction about one mile and a half off; I could not see Belta through Bhandarkhola.

Where were your servants at the time?—They were round about me at speaking distance.

Were they also surrounded?—Yes.

Could you distinguish between lattials and ryots?—The only way to tell a lattial is by his latti. A great many had lattees, and many had spears.

(signed) *W. J. Herschel*,
Officiating Magistrate.

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I HAVE examined Mr. Campbell's body. He has the mark of a severe latty blow or blows on his shoulder, and a mark of slighter nature on the small of the back.

4 February 1860. (signed) *E. Drummond*, Magistrate.

Prosecutor - - -	James Campbell.	
His Witnesses - -		
Defendants - - -	1. Nobin Biswas.	5. Tazoo Mundul.
	2. Dinonath Miter.	6. Napal Mundul.
	3. Bhooban Mohun Miter.	7. Jaheer Mundul.
	4. Hadee Biswas.	
Their Witnesses - -		
Crime charged - -		

PROCEEDINGS.

James Campbell,—Deposes that he had been measuring the lands of Bhandarkhola village (belonging to Syam Chunder Pal) for indigo, the ryots being under engagement to him, and was going along the road to Rossoolpore, when he was surrounded by some 200 lattials, who knocked him off his horse (hit the horse so that he reared and fell over), beat him severely as he lay on the ground, and left him for senseless. Names defendants 1 to 7, 1, 2, and 3 being leaders.

For examination, see original.

Mosahib Shekh. — As above. Says, as we were going, Nobin 1, 2, and 3, came and said, "Beat the Saheb and drive him off, it is Syam Chunder's order;" accordingly they did so, and Hadee (4), struck the Saheb's horse, and Tazoo (5), struck the Saheb on the back, and Napal Mundul (6), struck him also, and he fell off the horse, then 7 struck the Saheb. We ran off and could not see who else beat him. They then left, and the Saheb lay there. Names some score of others.

Examined.—We were not surrounded with the Saheb, we were outside the crowd.

The Saheb asked us what we could tell, and we said what we had seen. I was asked separately.

The defendants 1, 2, 3, were in clean clothes, as now; they were among the lattials. I had not seen them before that day.

Kalu Shekh, Khalashee.—4, struck the horse, same as above; names a score of others.

Bheemchand Malik.—As above, positively swears that all three, 1, 2, and 3, called out to do it, as it was Syam Chunder's order.

Sibdoyal Syce.—As above.

Jaheer Mundul's defence to be taken, the others released.

Defendant *Jaheer Mundul* pleads *alibi* at Belta.

Poran, Burkundaze.—On the 22d of Magh, at nine o'clock, defendant was in his own house at Belta.

Izzutali, Burkundaze.—Ditto. I was going through Palla to Belta. At Belta I was passing Jaheer's house, where I saw Jaheer measuring out mustard seed to Sonai Mundul.

Haran, Chokeedar.—Ditto, ditto. I was going back from Palla to Belta, and saw the mustard measured out.

Sonai Chowkeedar.—Ditto, as to time; Dallee came to me calling out, Izzat and Poran call you. I said, Why? They said Mr. Larmour's people are gathered together, hence you are called. I went to the burkundazes, who took me towards the lattials and called out *dohai*. The lattials fled. I returned to Belta, and passing through Jaheer's house went to the naib darogah. Saw Jaheer measuring out mustard to Sonai. I went and reported to the darogah.

Sonai.—Day the same about, Jaheer was measuring mustard up to noon.

DECISION.

The evidence of the witnesses is evidently not to be relied on, when they charge Nobin Biswas and the two other zemindaree servants with giving the orders for the attack. Had there been any such leadership among the defendants; particularly had Nobin, a very short stout man, of high caste appearance, been present in the front rank of the assailants, clothed as described in clean white clothes, and calling out in the tone of authority alleged, it is quite impossible but that Mr. Campbell must have seen it and noticed it. Nobin, too, was known to Mr. Campbell by sight, he having seen him to recognise him on a previous

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previous occasion when he was assaulted. I cannot therefore look on the witnesses produced as other than reckless assertors of what they think best for the interests of the case, and I set their evidence aside altogether. That the assault took place, however, is beyond dispute. Mr. Campbell bore the marks of it when he appeared at Kishnaghur. It seems, however, from Mr. Drummond's description of the bruises, that Mr. Campbell must have lost his senses through the fall from the horse, and that the beating was not a repeated one. A lattee blow leaves on a white skin an unmistakable mark, and there was only one mark of a severe blow "or blows on the shoulder" (there could not well have been more than two blows on the same spot), and of one slighter one on the small of the back. These two blows coincide exactly with Mr. Campbell's description of the beating he got before he fell from his horse and lost his senses. That his body showed no other marks is, I think, conclusive evidence that he was not beaten after he was down.

This very materially affects the guilt of the defendants and makes it much less than Mr. Campbell evidently thought it to be.

I rely fully on Mr. Campbell's recognition of the defendant Jaheer; and the witnesses for the *alibi* have evidently no ground for one and all remembering the date on which they saw defendant measuring mustard, so that the *alibi* is worthless.

I convict defendant of having been the first to seize plaintiff's bridle in a riotous assault committed on him, and sentence him to six months' imprisonment and 100 rupees fine, in default of which he will be imprisoned for six months more. For each six months he will pay a fine of 25 rupees; for the first within seven days, for the second on the first day of the term, in default of which he will labour till the fine be paid, or the sentence expire.

7 March 1860. (signed) *W. J. Herschel*,
Officiating Magistrate.

Prosecutor	- - -	George Hyde.
His Witnesses	- - -	Bekaoolla.
Defendants	- - -	1. Madoo Mollah. 2. Beeshoo Mollah. 3. Azimooddeen Mollah.
Their Witnesses	- -	
Crime charged	- -	

PROCEEDINGS.

Plaintiff sworn.—Deposes that he went to measure certain lands in the village of Gogeshpore, when a body of some 50 ryots assembled from the neighbouring three villages of Goggeshpore, Mirzapore, and Damhattee. A ryot of the name of Madoo Mollah (1), gave orders to pelt him with clods, and defendants 2 and 3 did so, and hit his horse. He had to turn away to save himself.

Bekaoolla, Witness.—Is an indigo khalashee. On the 5th Magh went with the plaintiff and others to Mirzapore, where we measured the lands. Then, proceeding at nine o'clock to Goggeshpore, the party began to measure. Some 30 or 40 ryots of the neighbouring villages came round the Saheb, and at 1's order 2 and 3 pelted him; both clods hit the horse. The Saheb went off to Baragurreea. The others were prepared to pelt him too. Recognises the three prisoners.

By Madoo.—I saw you give the order.

By Azim and Bishoo.—Damhattee is about three quarters of a mile off; Gogeshpore about two stones' throw. I know all three of old; have seen them fully 25 times. No row before the pelting.

Hossein Sirdar.—Ill.

Ramtaran Chatterjee.—As above, recognises all three.

Azim Sooddeen, Defendant.—Denies; ignores it altogether; says the plaintiff never went to his village; lives in Damhattee. I went to Gantee on the 1st Magh and returned on the 18th Magh.

By the Court.—I have no quarrel with Bekaoolla, nor with Ramtaram.

Madoo, Defendant.—Denies; says it is entirely a false case. Offers an *alibi* at Neemtola all the 5th Magh.

Beeshoo Mollah, Defendant.—Denies; doesn't know why he is charged; was with Madoo all the 5th.
Witnesses to *alibi* of Madoo and Beeshoo.

Ram Koomar Napit, Defendant.—Came and bought grass in Neemtolla on the 5th of Magh. I shaved them; they staid and ate there, and went away in the evening.

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Examined.—I was told on that day by (hesitates) Rahmut Mundul that it was the 5th, otherwise I would not have known it. I don't know what date it is now.

Kanhai Mundul.—On the 5th I and Haran Moola went to Neemtolla, to Rahmat Mundul's house; reached there in the evening and saw Madoo Mollah, who settled the value of the grass for us. Examined about particulars as to dates; only knows the 5th, because Rahmat said the sale is effected, to-day is the 5th. Does not know why he said to-day is the 5th.

Another Witness.—Equally vague. Admits that he only knows it was about that time.

DECISION.

The case is so clear that I need not recite any reasons for holding the defendants guilty of the crime charged, and in the degrees assigned. I convict Modoo and Beshoo, the former as instigator of a riotous assault on Mr. Hyde; and considering that, whether legally employed or not, the plaintiff was measuring lands in a perfectly peaceable manner, and that if the defendants had chosen they might have warned the plaintiff off without resorting to violence, I sentence them as follows:—

Madoo Mollah to three months' imprisonment, and a fine to be paid in seven days of 25 rupees, in default of which to labour till the fine be paid or the sentence expire.

Beeshoo Mollah to the same period of imprisonment, and the same condition on non-payment of a fine of 10 rupees.

(signed) *W. J. Herschel,*
6 March 1860. Officiating Magistrate.

The defence of Azimooddeen has been given to-day, and takes the same form of an *alibi*. Defendant says he went to buy cattle, but falling ill at a friend's house returned home without doing so. I do not see why he should not have bought his cattle after his recovery, if they were to be had in that neighbourhood.

I discredit the *alibi*, and sentence the prisoner to three months' imprisonment and a fine of 10 rupees, payable in seven days, in default of which he is to labour till the fine be paid or the sentence expire.

(signed) *W. J. Herschel,*
7 March 1860. Officiating Magistrate.

Prosecutor - - -	Government, on Information of Mr. Larmour.
His Witnesses - -	
Defendants - - -	Haniff Shekh, Nilmoney Kowra.
Their Witnesses - -	
Crime charged - -	

PROCEEDINGS.

9th February.—Darogah reports, that while inquiring into Mr. Campbell's case at the village of Palla, he was informed by the gomashta of Mr. Larmour that there were men assembled at the house of Ishan Mookerjee; that he went and found them there, but could only seize two, the rest having bolted.

Two Witnesses prove the capture of the two prisoners, and the flight of others.

Paran Khan, burkundaze, accompanied the darogah to arrest the jamaiat bust, as above.

Two other Burkundazes the same.

Nilmony, defendant, says he has been carrying a pack for Dinosambho Naib of the village of Palla; calls witnesses.

Hanif Shekh,—Denies; says he was ill and went to show himself to him, when he was seized.

DECISION.

THERE is nothing in the evidence to show that these men are lattials, or were assembled to commit a breach of the peace. Neither of them have the appearance of lattials, and I must therefore acquit them. The darogah will, however, take up a charge of vagrancy against them, and if they cannot show that they have an honest livelihood, he will send them up to give security.

(signed) *W. J. Herschel,*
6 March 1860. Officiating Magistrate.

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From *A. Grote*, Esq., Commissioner of the Nuddea Division, to the Secretary to the Government of Bengal (No. 71 Ct.), dated 13 March 1860.

Sir,

I HAVE the honour, as requested, to lay before his Honor the following report on the state of things in zillah Nuddea, which has been much exaggerated in the daily and other papers published during the last fortnight.

2. Since the beginning of February, the villagers in parts of Messrs. Hill's concern have been manifesting a determination to sow no more indigo. More recently this feeling has spread to the Lokenathpore and to several villages of the Mulnath concern, and in some cases it has led to noisy demonstrations, which have caused alarm, and given rise to the reports of outrages.

3. To be specific, I will trace a few of these reports to their probable origin. They relate, for the most part, to occurrences in the Damoorhoodah Subdivision, and my information regarding them is derived from Mr. Assistant Magistrate Maclean, who joined that station towards the end of February.

4. The story of the burning of the Lokenathpore Factory alluded to by one newspaper correspondent, reduces itself in Mr. Meares' letter to me to the partial burning of an out-factory at Kajoorcah. This act was ascribed to incendiaries, and a complaint was made accordingly to the magistrate at Kishnaghur, but none was made to the local police, and the factory did not push this charge laid before the magistrate. There is nothing, says Mr. Maclean, to show that the fire was not accidental.

5. The charge of misconduct brought by the same factory against a police darogah was not substantiated to Mr. Maclean's satisfaction, but he has sent the case to the magistrate for final orders. The best darogah in the district has since been transferred to the Damoorhoodah thannah.

6. The demonstration against the Peerpore Factory was a fact. A riotous party from Chooadangah approached this factory, but dispersed of itself and quietly. This occurred before Mr. Maclean joined his subdivision, and was not reported to me till a day or two ago.

7. The impression, which Mr. Maclean says apparently caused this and other demonstrations, was an apprehension, perfectly groundless, on the villagers part, that the factory would attack them.

8. The attacks on Mr. Larmour's assistants, Messrs. Hyde and Campbell, were by villagers whose lands had been measured for indigo. In both cases they were bold and unwarrantable. One man only could be identified in Mr. Campbell's case, and he has been punished.

9. The magistrates, both of Nuddea and Jessore, declare to the general prevalence of an impression among the villagers that Government is opposed to the cultivation of indigo. In my letter of the 10th February, I reported on this subject, and laid before His Honor Mr. Larmour's letter, praying for the issue of a Government notification counteractory of such a misimpression. I stated the result of my demi-official references to Mr. Reid, who had been marching through the indigo country, and to Mr. Drummond, who had at first advocated a notification. I gave my voice against the issue of one, because the Kallarooah deputy magistrate's injudicious order, to which the false impression was ascribed, was already some five months old; and because, supposing this order to have been the real source of the mischief, it would be difficult after such a lapse of time to word another which should simply have the effect of counteracting it.

10. As, however, the excitement and mutual mistrust appeared to be spreading, I took advantage of the Government order on the Joyrampore villagers' petition directly it reached me, and ordered its publication to all parties. This order was calculated at least to undeceive those ryots who had taken advances of the impression said to have been produced on them by the deputy magistrate's order, that they were at liberty to repudiate their obligations; I have since had an interview with Mr. Herschel at Gyeghattah, and have reason to think that this publication will have a good effect.

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11. But I regret to have to add that Mr. Herschel received a letter yesterday evening from Mr. Maclean, in which the occurrence of a disastrous fire in a village, near Lokenathpore, is reported. This is unfortunate, as it has at once been ascribed by the people to the factory underlings.

12. At the request of several planters in the Damoorhoodah subdivision police burkundazes have been stationed at their factories, and I have told Mr. Maclean to order down a small party of the police corps, if he thinks it necessary to strengthen the thannah police. I quite agree, however, with him and Mr. Herschel that no aggressive acts on the part of the villagers are at present contemplated; their object is to intimidate the planters from attempting to sow, and to resist such attempts if made. Such an attitude is, of course, sufficient to cause deep alarm and anxiety to those who have paid out large advances.

13. In a further letter just received from Mr. Herschel, I find it admitted that Mr. Meares had cause for complaint against the conduct of the Damoorhoodah police. This has, as I have shown above, since been rectified.

From *A. R. Young*, Esq., Secretary to the Government of Bengal, to the Commissioner of the Nuddea Division (No. 983), dated Fort William, 17 March 1860.

Sir,

I AM directed to acknowledge the receipt of your letter, No. 71 Ct., dated the 13th instant, reporting upon the excitement at present prevailing in some parts of the Nuddea District, in connexion with the cultivation of indigo.

2. It is satisfactory to the Lieutenant Governor to learn, from the actual facts as reported by you, that the state of affairs in that district has been much exaggerated in the representations made in the newspapers.

3. The measures reported in paragraph 12 of your letter are approved, Although the local officers and yourself agree in thinking that no aggressive acts on the part of the villagers are contemplated, and the Lieutenant Governor sees no reason to doubt the soundness of that opinion, yet if you consider it advisable, in order to be prepared for the possibility of things taking a worse turn, to have at hand, in any parts of the district, small bodies of a police battalion, his Honor will make such arrangements as are possible for strengthening the force of military police in your division.

4. You state that the object of the villagers "is to intimidate the planters from attempting to sow, and to resist such attempts if made," and very correctly remark, that "such an attitude is sufficient to cause deep alarm and anxiety to those who have paid out large advances." Intimidation by force, or show of force, and the gathering of large riotous assemblages for such a purpose, will of course be put a stop to by the police to the best of their power, and it is very desirable that wherever such intimidation is likely to be attempted the police should be in strength. But the Lieutenant Governor does not think it probable that either intimidation or violence will be resorted to where the villagers are properly advised by the magisterial officers and the darogahs of police of the criminality of such conduct, and of the severe punishment by which it will assuredly be followed.

5. Should persons willing to sow their lands with indigo be, on that account, anywhere menaced by others, from bad feeling towards a factory, or for any other reason, such persons should be specially protected, and the leading men of those who thus lawlessly threaten them should be apprehended and punished.

6. If in any parts there should be reason to suppose that villagers, who have contracted to cultivate indigo, are likely in a body to break their lawful engagements, it will be proper for the magistrate and every police officer, and indeed for every well-disposed and disinterested person, to spare no pains in showing such

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such villagers the impropriety and dishonesty of such conduct; and the criminal character of a conspiracy to defraud an indigo planter, or any other person, in this manner, and the ruinous consequences to themselves if prosecuted by the injured party, should be carefully pointed out to them. His Honor observes, that Mr. Herschel has already most properly urged, in the strongest manner, ryots who have taken advances not to fail in the fulfilment of their obligations, and he trusts that this line of conduct will have good effects.

7. Whatever may be the causes of the quarrel which has broken out between some indigo factories and the ryots, those ryots who may wish to disconnect themselves from the cultivation of indigo, though fully justified in declining to make new contracts, are bound to fulfil their existing engagements. In the meantime it is to be hoped that the matter may be settled amicably, by such concessions on one side or the other, or on both, as reason and fairness dictate, and as will result in the mutual advantage of both parties. No system of trade can be safe or stable where the bargains are not for the profit of both parties; and perhaps, in this view, both parties in this quarrel may be advised to their *permanent* advantage.

From A. Grote, Esq., Commissioner of the Nuddea Division, to the Secretary to the Government of Bengal (No. 78 Ct.), dated 19 March 1860.

Sir,

In reply to your letter, No. 983, dated 17th instant, I beg to state for the information of his Honor the Lieutenant Governor, that the communications which I receive from Mr. Herschel, represent the villagers about Joyrampore as being perfectly tractable and amenable to authority. I have, however, as a matter of precaution, directed Captain Raban to send a party of 50 men to the Damoorhoodah thannah.

2. I yesterday despatched 50 men under Lieutenant Howard, of Captain Raban's Corps, to Bongong, to be ready, should they be required, to advance to the Kaloopole thannah, in Jessore. I took this step on a letter received on Saturday afternoon from Mr. Skinner, but I have doubts whether the services of the party will be required. I am expecting to hear further from Mr. Molony, and Mr. Herschel's third weekly report will probably reach me to-morrow.

3. Copy of your present instructions has been sent to all the magistrates, who have already been desired to use their influence to get existing contracts carried out. In many cases they will, I have reason to think, be successful; in others, however, the ryots deny that they have become parties to any contract, and claim protection in the exercise of the option which the late Government Orders have conceded to them. These are the cases respecting which I am anxious, the practice having hitherto been for the planters themselves to sow all the lands which the factory claimed "as marked for" indigo. Their attempts to do this in the present temper of the ryots will be very likely to meet with opposition.

From *A. R. Young*, Esq., Secretary to the Government of Bengal, to the Commissioner of the Nuddea Division (No. 1053), dated Fort William, 21 March 1860.

Sir,

I am directed to acknowledge the receipt of your letter, No. 78 Ct., dated the 19th instant, and in reply to inform you that the Lieutenant Governor considers your report of the state of affairs in the southern portion of your division to be in some respects satisfactory.

2. Your instructions to Captain Raban, to send a party of 50 men from the station of Nuddea to the Damoorhoodah thannah, as a precautionary measure, were very proper. The Lieutenant Governor had an opportunity of conferring personally with Captain Raban yesterday, and arranged for his making up the detachment from Nuddea to a party of 80 men, under a European officer, and a good

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good native officer; so as to make it possible, if any necessity should arise, to break the detachment into two parties.

3. The despatch of Sub-Lieutenant Howard with 50 more men of the 6th Battalion, from head quarters to Bongong, is entirely approved. A party will be supplied from the 4th Battalion, now in the Burdwan division, to replace the party detached from the station of Nuddea.

4. Two more detachments, one of which will be under a European officer, are available from Captain Raban's battalion; and as their movement into the interior of the Nuddea district, towards the Jessore and Moorshedabad borders, can do no harm, and may inspire confidence, Captain Raban has been informed that he may expect further and specific orders from you regarding them immediately.

5. These precautions are taken from no misgiving as to the correctness of the belief entertained by the district officers and yourself, that nothing is more improbable than the occurrence of any spontaneous act of aggression on the part of the ryots. But where such a quarrel as this has broken out, and where such general excitement prevails, the civil power, whose great object it must be to preserve the peace of the country under all circumstances, cannot be made too strong. And the concluding paragraph of your letter shows there is a possibility of a breach of the peace being provoked by others than ryots.

6. Should any managers of an indigo factory appear likely to commit any unlawful act, such as cannot but exasperate not only indigo ryots, but all the villagers of their neighbourhood, it will be well to endeavour, by quietly reasoning with them, to convince them not only of the penal consequences to themselves, and to those whom they may employ, should loss of life or other serious calamity occur in the course of any unlawful proceeding of theirs, but also of the certain injury to the commercial interests of their factories which such imprudent conduct will involve. These gentlemen, if they will take a calm view of their position, it is to be hoped, will see that where there is a dispute as to the fact of an agreement between two parties, neither party can become the judge in his own cause, or be allowed to take the law into his own hands. In the present temper of the villagers in some parts of Nuddea an attempt of this nature might cause incalculable mischief.

(No. 1082.)

EXTRACT of paragraphs 1 to 4 forwarded for the information of the Inspector of Police Battalions in Bengal.

COPIES of MESSAGES forwarded by Electric Telegraph.

From the Secretary to Government of Bengal, Calcutta, to the Magistrate of Hooghly, dated 20 March 1860, 11 a.m.

How many of the Police Battalion has Lieutenant Baker at Hooghly, and how many men could he take to Kishnaghur, the ordinary guards being taken by hired burkundauzes?

From Magistrate of Hooghly to Secretary to the Government of Bengal.

ONE hundred men are available if the gaol guards are taken away; sixty without the gaol guards, whom the magistrate wishes to keep.

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From *A. R. Young*, Esq., Secretary to the Government of Bengal, to Sub-Lieutenant *H. Baker*, 4th Bengal Police Battalion, Hooghly (No. 1047), dated 21 March 1860.

Sir,

I AM directed by the Lieutenant Governor to request that you will proceed immediately with 60 men of the detachment under your command to Kishnaghur, where your services are urgently required.

(No. 1048.)

COPY forwarded to the Inspector of Police Battalions for information.

From *C. S. Belli*, Esq., Magistrate of Hooghly, to the Secretary to the Government of Bengal (No. 154), dated Hooghly, 22 March 1860.

Sir,

I HAVE the honour to report for the information of Government that a detachment of 60 men, with the usual complement of non-commissioned officers of the 4th Bengal Police Battalion, left this afternoon for Kishnaghur, in obedience to the orders conveyed to Sub-Lieutenant Baker, in your letter to that officer, No. 1047, of yesterday's date.

2. It is expected that the detachment will reach Kishnaghur on Saturday the 24th instant.

From *A. Grote*, Esq., Commissioner of the Nuddea Division, to the Secretary to the Government of Bengal, dated 21 March 1860.

Sir,

HEREWITH I beg to submit in original the Nuddea Magistrate's third Weekly Report, dated the 18th instant.

2. I regret much to observe the remarks on the conduct of the managers of the Loknathpore concern, the interests of which cannot but suffer severely from their persistence in a course so unreasonable and so unsuited to the present crisis.

3. The dispositions of the military police corps which have lately been made, will have a good effect in strengthening the magistrate's hands, and impressing on the ryot's minds the warning which Mr. Herschel mentions his having found it necessary to convey to them. All non-planting landholders, having rents to collect in the villages in which excitement prevails, are equally interested with the planter landholders in seeing the excitement cease.

4. I have heard from Mr. Skinner, who is encamped at Kaloopole thannah, one of the points to which I have sent up a detachment of military police, that the Joyrampore Putneedar has been instigating villagers well disposed to sow, to join others who have expressed their resolution not to do so. This kind of intimidation, as I informed Mr. Herschel some days ago, and as his Honor has since announced, is not to be tolerated. I at once telegraphed to Mr. Molony, who is by this time, I hope, in Mr. Skinner's camp, to take up and dispose of any tangible charge against the putneedar. The latter has since been arrested and sent into Kishnaghur, where I have ordered him to be detained till I arrive there on Sunday next.

THIRD WEEKLY REPORT on the state of the Indigo Districts in Nuddea, from the 10th to 17th March 1860.

I HAVE this week visited the Damoorhoodah subdivision. The general impression is, that the ryots are much more determined here not to sow. The agitation is much stronger and evidently better organised. The Mussulmans have the lead in the crowds, where their conduct is so much more passionate than are the acts of the ryots, that I suspect the real leadership must be in the hands of Hindoos.

2. Mr.

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2. Mr. Maclean reports that October plant is "suffering greatly by cattle trespass. The villagers have no specific complaints. The Khajoorah Factory burning has been examined by the darogah, who reports it an accidental fire (the extent of it has been already reported to you). Two nights after, a stable was burnt down. The charge of incendiarism was rashly made on the word of an ignorant chowkeedar, who has since directly contradicted himself.

Note sent to Mr. Maclean.

"The chowkeedars frequently hold indigo lands. This should be remedied. You should take up any reasonable information against chowkeedars, and if proved, punish them severely."

"The conduct of the police has been much blamed in the public journals during the last fortnight, but a distinction should be made between village chowkeedars and the thanna police. The co-operation of the former with the ryots is described as misconduct on the part of the latter. These are not proved to have taken part in any overt act; and on one recent occasion I have reason to believe that the firmness of a single burkundauze prevented a disturbance at Lokenathpore. A villager had been summoned to the factory to continue his daily work, which since the present difference he had discontinued. Having gone to the factory, he was severely thrashed by two men, one of whom has been sentenced to imprisonment for a month, the other being acquitted for want of proof. Another old man was [immediately afterwards?] literally dragged to the factory, there beaten, and finally released by the burkundauze, who prevented the villagers already assembled from resorting to violence, and volunteered to release the man from the factory. This case is under trial."

Mr. Platt's reports from Amghoopie that "the excitement has reached his subdivision. A strong demonstration was made by the ryots against this factory. They dispersed without actually committing any act of violence, probably because the planters were loading their guns; but," says Mr. Platts, "the intention of the ryots is not clearly established, and I would look on it as nothing but a strong demonstration. A servant of the actory was well thrashed."

3. The temper of the Europeans in the Loknathpore concern is unfortunately aggressive, offering, I am glad to say, a marked contrast to that of the majority of planters. Several of them have admitted the necessity of a reformation, and are now steering their course with prudence. Both Mr. Larmour and Mr. Forlong see that force is out of the question, and are endeavouring to maintain their position by showing consideration to the ryots. Mr. Meares, of Loknathpore, refuses any the slightest concession, and the ryots are proportionately exasperated. I do not myself hold them altogether free from suspicion of having set fire to the Khajoorah Verandah, which I have very little doubt was the act of an incendiary.

In regard to the Doodhpetley fire, I regret to say that Mr. Meares has shown no desire to remove the suspicion of the ryots against the factory, a suspicion resting on grounds much stronger than in the Khajoorah case against the ryots.

The ryots do not prosecute, but I have directed Mr. Maclean to offer a reward of 100 rupees for the discovery of the offender.

4. No further breach of the peace has occurred in any part of the district.

5. The conduct of the regular police appears now to be fair. I have had no more complaints against any police officer from either side. The police officers with whom I have myself spoken describe the villagers as perfectly amenable to authority. But I doubt whether an order to sow indigo would be obeyed now.

6. The Lieutenant Governor's Proclamation was read out at Chooadangah to-day. The ryots went away saying the order suited them, and they would not sow indigo.

7. In speaking to the ryots I have always found them shirk the question, "Have you taken advances?" Till lately, when pressed, they generally gave an absolute denial. Now they plead the injustice of the contract itself, saying they look on the money called advances by the factory as mere payment of their dues. Into this question I cannot of course enter. But neither can I help seeing and warning the ryots that in taking this line they are guided by passion as much as by reason. I see also that many zemindars and putneedars are borrowing money now to meet the quarter day; and complaints of the difficulty of collecting rents are beginning. Something appears to me necessary, I do not say from higher authority, but from the police on the spot, to check the passion of the moment, and prevent its reaching the large population who have nothing to do with indigo. I have not thought it safe to entrust this to any darogah. The native police have orders to act up to their duty in preserving the peace, but not to discuss the question with the ryots, referring them to Mr. Maclean or to myself, if the proclamation be not enough.

I shall watch the effect of the present excitement on the revenue closely, and let you have particulars after the 28th.

(signed) *W. J. Herschel,*
Officiating Magistrate.

18 March 1860.

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From *A. R. Young*, Esq., Secretary to the Government of Bengal, to the Commissioner of the Nuddea Division (No. 1081), dated Fort William, 22 March 1860.

Sir,

With reference to your letter of yesterday's date, without number, submitting the Magistrate of Nuddea's third weekly report on the state of his district, I am directed to inform you, that instructions have been issued to Captain Miles, commanding the 4th Police Battalion, to proceed at once to Alipore with the whole of his battalion; and the Lieutenant Governor is of opinion that Captain Raban, with the whole of the remainder of his corps now at head quarters, should proceed immediately to such place in the district of Nuddea as you may think best, to be at hand in case of any actual disturbance unfortunately breaking out.

Copy of Message forwarded by Electric Telegraph.

From the Secretary to the Government of Bengal, Calcutta, to Captain *Miles*, Midnapore, dated 22 March 11.30 A.M.

March with all your available men to Oolabarriah, where, if possible, a steamer will meet you. If there is no steamer, cross and march on to Alipore. Leave no guard, except the treasure guard. The magistrate must supply burkundauzes for all other guards. Telegraph when you will be at Oolabarriah.

From Major *Miles*, Midnapore, to the Secretary to the Government of Bengal, Calcutta, dated 23 March, 6.30 A.M.

Your message of 11.30 A.M. yesterday only received at 9 P.M. We start to-night with some 320 men, and will be at Oolabarriah on Monday morning the 26th.

From *A. R. Young*, Esq., Secretary to the Government of Bengal, to the Secretary to the Government of India, Home Department (No. 1108), dated Fort William, 22 March 1860.

Sir,

The Lieutenant Governor directs me to report, for the information of the Honourable the President in Council, certain recent occurrences in some districts of Lower Bengal, indicating great excitement in connexion with the cultivation of indigo; and to explain the measures which have been taken for preventing a breach of the peace, and for restoring order if any outbreak should unfortunately occur.

2. It will be seen, from the accompanying copy of correspondence, that, immediately upon his return to the Presidency on the 10th instant, the attention of the Lieutenant Governor was directed to reports regarding misunderstandings existing between indigo planters and the ryots connected with indigo factories in some parts of the district of Nuddea, which were represented to be likely to lead to disagreeable consequences. The same subject was pressed upon the attention of the Lieutenant Governor, by a petition of the Indigo Planters' Association, whereof a copy is enclosed, which was presented to him by a deputation from that body, with whom he had an interview on the 13th instant. The Commissioner (Mr. Grote) very properly directed the magistrate of the district to watch the progress of these disputes, and to report, weekly, any occurrences arising out of them. Three of these weekly reports have now been received, and from them the character of the excitement on this subject will be apparent.

3. The petition of the Indigo Planters' Association prayed for two measures. The first of these was the issue of a notification by Government, impressing upon the ryots the duty of fulfilling their engagements. It was represented in this petition, as well as in a letter of Mr. Grote's of the 13th instant, that this existing

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isting state of feeling of the ryots had arisen partly out of a mistaken belief as to the views of the Government in regard to the cultivation of indigo. Accordingly, the Lieutenant Governor issued a notification, which will be found with my letter to the Commissioner of the 14th instant, No. 926, with a view to the removal of any such erroneous impression. The Commissioner and district officers have been strongly urged to spare no pains in impressing upon the villagers the duty of honestly fulfilling their agreements, and the ruinous consequences to themselves of a breach of agreement, if prosecuted for non-fulfilment; whilst also explaining that it is, and was always, optional with a ryot to agree to cultivate indigo or not, as best suited his own interest.

4. There was reason to suppose that these measures would have a good effect, inasmuch as orders in the same sense which had previously been passed by the Lieutenant Governor on the petition of certain ryots, when published by the Commissioner, were reported to have had to some extent a good effect. But the Lieutenant Governor thought it advisable, in case of things taking a more serious turn than the local officers seemed to anticipate, to have ready at hand, in the neighbourhood of those places in which the excitement is most prevalent, detachments of the police battalions of such strength as might be expected to put down any riot or violent outbreak which might occur, and, as far as possible, to protect any persons or property that might be menaced. With this object, four detachments, with three European officers, of the 6th Battalion of Bengal Military Police, were placed at the disposal of the Commissioner, to be posted in different parts of the district of Nuddea.

5. The second measure prayed for by the indigo planters' petition was, that special legislation should be had recourse to, for the purpose of making the breach of an agreement to cultivate indigo punishable summarily by a magistrate. On this subject, the Lieutenant Governor put himself into communication with Mr. Sconce, the Legislative Member of Council for Bengal; and that gentleman is now prepared to introduce a Bill, providing (as a temporary measure, pending a full and searching inquiry into the practice of indigo planting in Bengal, which it is proposed to make after the present season of cultivation is closed, and the present excited state of feeling has subsided), for the summary enforcement of existing engagements for the cultivation of indigo. Three additional officers, with magisterial powers, have been sent to the Nuddea district, in order to the working out of this law, if passed.

6. After the above arrangements had been made, the Lieutenant Governor received this morning two telegrams, of which a copy is herewith submitted, together with a copy of a report from the Commissioner of Rajshahye, No. 481, dated the 18th instant. From these it will be seen that the differences between the planters and ryots, which commenced in Nuddea, are now extending into the district of Moorshedabad; and there is reason to fear that they may have assumed there a more dangerous aspect. To prevent, as far as possible, any serious consequences, the Lieutenant Governor has taken the following precautions:—

7. To supply the place of the officer, now absent on leave, who is ordinarily stationed at Aurungabad, the subdivision in the Moorshedabad District, where the danger seems greatest, the Lieutenant Governor has appointed Mr. B. Wood (who is close at hand, and who is a very active officer attached to the Sonthal pergunnahs) to the charge of that subdivision. Mr. Robinson, the Deputy Commissioner of those pergunnahs, has been ordered to Moorshedabad to take charge of the magistracy and collectorate of that important district; and in the meanwhile, Mr. Beaufort, the officiating magistrate, who is about to leave on promotion, has been ordered to proceed himself to the disturbed parts of his district to the east of the river Bhaugiruttee, and to call on the officer commanding at Berhampore for any troops that may be necessary to keep order in that part of his district which lies east of the Bhaugiruttee. Any troops which may be required by Mr. Wood will be supplied from the 3d Battalion, of which nearly 500 men, fortunately available, have been ordered to proceed by rail to Synteeah, and thence to march to any point where they may be wanted. Captain Pughe, who is in command of this battalion, has been vested with the powers of a magistrate. A communication has been made to the railway officers, in order, if possible, to push on this force by rail forty miles beyond Synteeah, which

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which will place them within 14 miles of the centre of the tract reported to be disturbed. Though the railway is not open beyond Synteeah, the Lieutenant Governor, from what he saw on his return the other day, has a strong hope that this may be done. The whole of the remainder of the 6th Bengal Military Police, with Captain Raban, the commandant, has been ordered to proceed into the Nuddea district, and marches to-morrow. The 4th battalion has been called up from Midnapore to replace them here, and to be available, if necessary, to reinforce the troops already in the indigo districts. A steamer has been despatched to bring them up from Oolabarriah. And an officer with 100 men of the 2d Battalion of Bengal Military Police has been ordered from Rampore Bauleah to Maldah, in case of the excitement spreading to that district.

From *A. R. Young*, Esq., Secretary to the Government of Bengal, to the Commissioners of Nuddea and Rajshahye (No. 1162–63), dated Fort William, 24 March 1860.

Sir,

The Lieutenant Governor considers it very essential that the objects with which troops have been sent into some of the districts of your division should in no case be misunderstood; and that the officers commanding detachments sent in support of the civil power should receive plain instructions if required to act.

2. I am directed, therefore, to request that you will issue to the magisterial officers, at whose disposal any military force may be placed, such orders as may be necessary for their guidance generally, and specially with reference to local circumstances.

3. The general object in view is, of course, to repress any breach of the peace, and to disperse all assemblages likely to lead to a breach of the peace, apprehending the leading rioters. But it will also be specially incumbent on the magistrates of districts, where the present excitement relating to indigo prevails, to protect effectually person and property in any indigo factories that may be really in danger. The way to do this is to keep the country in the neighbourhood of such factories quiet; and this can be done by a small body of military police moveable in that neighbourhood, whilst it could not be done by any reasonable number of men disposed in petty stationary guards posted at the several factories. But if it should be advisable to place a small fixed guard to protect any particular factory, such a guard can always be provided from the district police. On the other hand, it will be incumbent on magistrates having troops at their disposal, to prevent resort to the unlawful use of force on the part of any imprudent planter which, in the present state of feeling, would probably lead to disastrous consequences.

4. The troops will, of course, obey the instructions of the magistrates and subdivisional officers, to support whose authority they are sent. If a breach of the peace occur under the eyes of a body of military police, in the absence of any magisterial officer, the commanding officer will act, in order to its instant suppression, according to the best of his own judgment.

5. A copy of this letter has been forwarded to the commandants of the police battalions, from which detachments have been sent into the disturbed districts.

(Nos. 1166 to 1168.)

Copy forwarded to Captains Raban, Pughe, and Miles, for information and guidance.

From *A. R. Young*, Esq., Secretary to the Government of Bengal, to the Secretary to the Government of India, Home Department (No. 1114), dated 23 March 1860.

Sir,

I am directed by the Lieutenant Governor to request that orders may be issued for establishing a communication by telegraph with Bongong, which can

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easily be effected by a junction with the Jessore line which passes very close to the head quarters of that subdivision.

2. It is of great importance that the Lieutenant Governor should, at this particular period, be in constant and speedy communication with this part of the country, in which the excitement regarding indigo cultivation is most prevalent

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From *W. Grey*, Esq., Secretary to the Government of India, to the Deputy Superintendent of Electric Telegraphs in India (No. 593), dated Council Chamber, 24 March 1860.

Sir,

Home Department Electric Telegraph.

I AM directed to forward to you an extract (para. 1) of a letter from the Government of Bengal, and to request that you will give effect to the wishes of the Lieutenant Governor with as little delay as possible, the special service for which the new telegraph communication is required being of a very emergent nature.

(No. 647.)

COPY forwarded to the Government of Bengal, with reference to Mr. Secretary Young's letter, No. 1114, dated the 23d instant.

From *J. D. MacNeile*, Joint Magistrate of Bongong, to the Secretary to the Government of Bengal, Calcutta (No. 3247), dated 30 March 1860.

THE telegraph station at this place is established; the communication is open; the subdivision is quiet.

From *A. Grote*, Esq., Commissioner of the Nuddea Division, to the Secretary to the Government of Bengal, Fort William (No. 82 Ct.), dated Alipore, 23 March 1860.

Sir,

As it is of importance that each of the magistrates of Nuddea and Jessore should have a few mounted police at the present juncture, I have thought it expedient to direct the magistrate of 24-Pergunnahs to send to Kishnaghur and Kaloopole respectively, a party of three men from the suburban force. I have authorised him to supply their place with others.

2. I have also ordered an European constable to go to Kishnaghur for temporary employment in the magistrate's camp. This measure seems advisable in consequence of the magistrate having found business impeded by crowds.

From *A. R. Young*, Esq., Secretary to the Government of Bengal, to the Commissioner of Nuddea (No. 1188), dated 24 March 1860.

Sir,

I AM directed to inform you, in reply to your letter, No. 82, dated the 23d instant, that the Lieutenant Governor approves of your instructions to the magistrate of the 24-Pergunnahs to send a party of three of his suburban mounted police force to the magistrates of Nuddea and Jessore respectively, and a European constable for temporary employment in the former officer's camp.

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From *A. R. Young*, Esq., Secretary to the Government of Bengal, to the Officiating Secretary to the Government of India, Military Department (No. 1148), dated 24 March 1860.

Sir,

I AM directed to request that, with the permission of the Honourable the President in Council, the services of "the Lahore Horse" may be placed at the disposal of the Lieutenant Governor for employment in the districts in which excitement prevails in connexion with the cultivation of indigo. Sowars will, in the Lieutenant Governor's opinion, be of great use there.

From Major *F. D. Atkinson*, Officiating Secretary to the Government of India, Military Department, to the Deputy Quartermaster General of the Army, (No. 1167), dated Fort William, 24 March 1860.

Sir,

I AM directed to request that you will move the General Officer commanding the Presidency Division to comply with the requisition of the Honourable the Lieutenant Governor of Bengal for the services of the Lahore Light Horse, for employment in the districts in which excitement prevails connected with the cultivation of indigo.

2. The officer commanding the regiment should be directed to place himself in immediate communication with Mr. Young, Secretary to Government of Bengal.

(No. 1168.)

COPY of the foregoing forwarded to the Secretary to the Government of Bengal for information.

From *A. R. Young*, Esq., Secretary to the Government of Bengal, to Captain *Travers*, Commandant Lahore Light Horse, Dum Dum (No. 1196), dated 26 March 1860.

Sir,

I AM directed to request that you will proceed with all possible despatch to Kishnaghur, with all the effective mounted men of your corps, and that you will report yourself on arrival there to Mr. Grote, whom you will find at that station, and from whom you will receive detailed instructions for your guidance.

The general object for which the force under your command is sent to Kishnaghur as a centre, is to preserve the peace of the Nuddea and the neighbouring districts from being broken. You will, of course, act on the requisition of the magistrates of the several districts and of Mr. Grote, who is the Commissioner and Superintendent of Police of the division comprising those districts.

From *A. R. Young*, Esq., Secretary to the Government of Bengal, to the Magistrates of Baraset and Nuddea (Nos. 1200 and 1201), dated Fort William, 26 March 1860.

Sir,

ABOUT 100 of the Lahore Light Horse have been ordered to proceed on service into the Nuddea district, and will march from Dum Dum to Kishnaghur as soon as the necessary arrangements can be made. I am to request that you will immediately cause the nullah crossings on the route to Kishnaghur, and on the other main lines along which it may become necessary to send parties of these horse, to be examined and put into good order.

(No. 1202.)

COPY forwarded to the Commissioner of Nuddea, for his information.

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From *A. R. Young*, Esq., Secretary to the Government of Bengal, to the Officiating Secretary to the Government of India, Military Department (No. 1198), dated 25 March 1860.

Sir,

I AM directed to request that, with the permission of the Honourable the President in Council, instructions may be issued for the immediate preparation of the necessary camp equipage and carriage, and that the requisite Commissariat arrangements may be made for 100 men and horses of the Lahore Light Horse, which the Lieutenant Governor is desirous to send to the station of Kishnaghur as speedily as possible. The service, I am to observe, is urgent, and immediate despatch a great object.

From Major *F. D. Atkinson*, Officiating Secretary to the Government of India, Military Department, to the Deputy Quartermaster General of the Army, and to the Commissary General (Nos. 1212 and 1213), Fort William, 26 March 1860.

Sir,

I AM directed to transmit to you the annexed copy of a letter from the Secretary to the Government of Bengal, dated 25th March 1860, soliciting the issue of instructions for the preparation of the necessary camp equipage and carriage, and for the requisite Commissariat arrangements for 100 men and horses of the Lahore Light Horse, which the Lieutenant Governor is desirous to send to the station at Kishnaghur, and to request that immediate arrangements may accordingly be made.

(No. 1214.)

COPY of the foregoing forwarded to the Secretary to the Government of Bengal, in reply to No. 1198 of the 25th instant, for information, and with an intimation that the order for the march of the troops is sufficient authority for the Commissariat Department to supply immediately the carriage, &c. required.

From *A. R. Young*, Esq., Secretary to the Government of Bengal, to the Commissioner of Police, Calcutta (No. 1152), dated 24 March 1860.

Sir,

I AM directed by the Lieutenant Governor to request that you will be so good as to send six good European constables to Kishnaghur, and, if possible, four others to Moorshedabad, four to Jessore, and two to Baraset. The men should be directed to proceed to those stations with all possible dispatch, and to report themselves to the magistrate of the districts under whose orders they will act.

(No. 1153.)

Copy forwarded for the information of the Commissioner of Nuddea.

(No. 1154.)

Copy forwarded to Commissioner of Rajshahye.

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From *S. Wauchope*, Esq., Commissioner of Police, Calcutta, to the Secretary to the Government of Bengal (No. 190), dated Fort William, 26 March 1860.

Sir,

I HAVE the honour to report that, in obedience to the instructions in your letter, No. 1152, of the 24th instant, I sent that night and next morning four police serjeants and 12 constables to Kishnaghur, Moorshedabad, Jessore, and Baraset. The two men who proceeded to Baraset have however been sent back with a letter from the deputy magistrate in charge, who states that he has no place in which they can be accommodated.

From *A. R. Young*, Esq., Secretary to the Government of Bengal, to the Commissioner of Nuddea (No. 1184), dated 24 March 1850.

Sir,

I AM directed to inform you that the Lieutenant Governor has been pleased to vest the three officers transferred to Nuddea on the 21st instant with the powers of Joint Magistrate and Deputy Collector in the districts of Jessore and Baraset, as well as in Nuddea, in order that you may station them wherever their services may be required.

Mr. W. V. C. Taylor, Mr. W. L. Mackenzie, Mr. C. G. D. Betts.

From *A. Grote*, Esq., Commissioner of the Nuddea Division, to the Secretary to the Government of Bengal, Fort William (No. 83 Ct.), dated Allipore, 23 March 1860.

Sir,

YESTERDAY I received a letter from Mr. Skinner, Officiating Joint Magistrate of Jessore, in which he reports that after reading the late Government notification to a number of ryots who came to his tent at Kaloopole on the 18th instant, he proceeded to arrest certain parties whom he thought it necessary to bind over to keep the peace, and put them in charge of some burkundauzes. "Directly they began to move off," adds Mr. Skinner, "the rest of the villagers set up a shout and attempted to release them. They further abused me and my police, and the Kaloopole darogah was almost assaulted. The men, however, were taken off by the burkundauzes and sent to Jessore at once, as further proceedings at Kaloopole would have been impossible, there being no force nor means of detention."

2. The darogah and the whole police force present, including the village chowkeedars, behaved very well on this occasion.

3. The detachment under Lieutenant Howard should reach Kaloopole in the course of to-morrow, or day after to-morrow. Mr. Molony will have joined Mr. Skinner's camp the day before yesterday, and I have directed him to take vigorous measures to bring to punishment the leaders of the mob who resisted Mr. Skinner.

4. Lieutenant Duff's party should have reached Damoorhoodah yesterday. I have a demi-official from Mr. Maclean, dated yesterday, in which he informs me that no disrespect whatever has been shown to police authority in his subdivision. There had been some ferment in Mr. Herschel's tent at Chitoll when the notification was read, and as this was attributed to Mr. Forlong's presence, Mr. Herschel thought it necessary to ask him to retire. In doing this, it seems to me Mr. Herschel did not show his usual judgment, for any concession by the authorities to mob clamour at the present moment is of course to be deprecated.

P.S.—With reference to your letter, No. 1081, dated the 22d instant, I beg to state, for the information of Government, that I yesterday requested Captain Raban to march with all his remaining available force to Kishnaghur, from which centre I can detach him wherever he is most wanted.

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2. He leaves to-day with 60 men, all that he can muster till Captain Miles' Corps comes to relieve his standing guards, when about 100 more men will follow.

3. I have this moment received the enclosed original letter, dated 21st instant, from the magistrate, which I beg may be returned. With reference to its 14th para., it might be well to warn the wing of a regiment at Barrackpore to be ready for service; but I believe that the military police parties now in the field will prove sufficient to check any tendency on the part of the villagers to become aggressive. If the proposed Bill pass to-morrow, the first feeling on the latter's part will doubtless be one of disappointment and indignation, and for this I am quite prepared.

4. The present military arrangements may be summarized as follows:—

Lieutenant Howard, with 50 men, at Kaloopole.

Jemadar Sobhan Khan, with 53 men, at Bongong.

Lieutenant Duff, with 80 men, at Damoorhoodah.

Lieutenant Robertson, with 50 men, at Meherpore.

Captain Raban with the remainder of his corps (about 150), and Lieutenant Baker, of 4th Battalion, with 100 (I believe, but the Government orders went direct to that officer), at Kishnaghur.

Major Miles' head quarters from Midnapore, to relieve Captain Raban at Alipore.

5. There are thus 230 men actually out, and a reserve at Kishnaghur of 250, wherefrom to draw fresh parties. More, in my opinion, is not wanted at present.

From *W. J. Herschel*, Esq., Officiating Magistrate of Nuddea, to the Commissioner of Circuit, Nuddea Division (No. 84), dated Nuddea, 21 March 1860.

Sir,

Having returned from Damoorhooda this morning, I have the honour to submit a special report on the present state of the district.

2. During the time I was there, I heard nothing from the south of the district to cause any doubts as to the continuance of peace. On the 19th I received a note from Mr. Larmour, saying that his assistant, Mr. Campbell, had been again driven away by the villagers, with a threat that his head would be broken if he came again. From the thannah, I hear that Mr. Campbell's ameen had reported that, on going to measure lands (I know they took no force with them), two villagers had come out and warned Mr. Campbell off. Mr. Campbell has made no complaint. While on the spot, I had told Mr. Larmour and the ryots that if the assistants went to measure, and they ordered them off, they must go. I consider that Mr. Campbell was testing the feelings of the ryots, and that the latter had learnt a proper lesson from the punishment lately inflicted, and had strictly obeyed me in simply warning Mr. Campbell off.

3. I have to-day received a report from the Goburdangah darogah, dated 20th, to the effect that he requires more police burkundauzes.*

4. The north is hotter. My demi-officials will have informed you that the proclamation has been eagerly received, and that the ryots take their stand upon it.

5. I have also mentioned that, on one occasion, in receiving petitions, a party who wished to put in a razeenama were swept away by the crowd, and that Mr. Maclean had to go among them to set them free. I have also mentioned that on the 19th, when closing cutcherry, and preparing to take petitions, a note from Mr. Skinner, brought by a peon from his camp, informed me that he had arrested some of a crowd who got uproarious in front of his tent, and that the arrest was not

* He reports that the proclamation has been received there with hesitation, and that he finds it difficult to maintain due respect by this authority. I have to-day written to him that, with the support of the police battalion now *en route* to Bongong, he will find that if he attends to my late order imposing absolute silence on the police as to the exposition of the proclamation, he will find the ryots attentive and obedient.

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not easily effected. That, at the same time, one of the principal ryots of Joyrampore was brought up before Mr. Maclean under arrest, on a warrant from Jessore, which is complained of as illegal and unnecessarily severe. That on taking petitions the crowd got excited at seeing one, Gopee Dut, Mr. Forlong's gomashta, a man detested by the ryots, standing among my amlah, and that the noise becoming too great to be heard, and happening not to have any police with me that day, I had to disperse the assembly by first sending the planter's party away, and then by distributing copies of the proclamation. The crowd were a good deal excited also at some villagers who put in razeenamas. They were restrained by their own leaders, but broke up very slowly.

6. I have now to report that I remained till next evening (yesterday) to watch the result of this, having meanwhile sent orders to Kishnaghur for 50 men to march out of their lines, ready to start at three hours' notice, under Lieutenant J. Duff. Better arrangements were made for receiving petitions and distributing the proclamation, and though the crowd was an unusually large one, it behaved throughout (in the presence of two burkundazes and yesterday's chaprassees) with as much order and respect as in the Sudder station.

7. I learnt yesterday from Greeschunder, first grade darogah, that the arrest of the Joyrampoor putneedar had been effected with perfect ease in the day time. By an accident he had been sent back from camp to the darogah at Joyrampore to be forwarded to Jessore. His friends came and asked for his release on bail, which I refused, as beyond my power to grant, but after the occurrences at Kaloopole and my own camp that evening, I did not feel sure how far the Joyrampoore ryots might be tempted on his re-appearance. I therefore sent an order to the darogah to send him into Kishnaghur, pending a reference to Mr. Skinner for bail. This order has completely removed the irritation in Joyrampore.

8. I yesterday received a note from Mr. Hoyle, a railway employé. He complains of his being made to suffer for the fault of the indigo planters, his supplies being stopped by the villagers. I regret this, as I had noticed with pleasure that the railway authorities had been remarkably impartial in their conduct. Passing up the line the other day, I noticed especially the quiet and contented behaviour of the railway coolies.

9. During the last three days also several letters have been received from planters, stating that their servants have been prevented from going to the villages to collect rents, and, as I stated in my last, it is certain that many of them have had to borrow money for the Government demand.

10. The reports of villagers assembling are also more numerous than before, and the circumstances reported by the police are not absolutely free from an aggressive tendency.

11. I have not hitherto laid very much stress on these assemblies, nor on the unproved statements of planters. I have endeavoured to form my opinion solely on proved facts, and from them to judge the proper moment for the exhibition of military force. I now think the moment has arrived.

12. The ryots, though settled in their determination not to sow, have I think fell a check to a violence which was beginning to exhibit itself, and all that now remains to be done is, I think, to support the cause of order by a more than usually imposing force. I say more than usually, because I cannot conceal from myself that the passion of the day, though checked among the ryots, still exists; and that the planters, who have hitherto been deterred from the open use of force by the hopelessness of the attempt, have lately shown signs of despair.

13. I have deferred proposing this measure later perhaps than I would have done had it not been for the unfortunate fact that Government was believed to have an interest in the question other than it really has. To send out military immediately on the issue of the proclamation would, I am sure, have been misunderstood; I had hoped still to have put this application off for a few more days, but I do not think it safe.

14. In proportion as I have deferred it, so also must be the force now shown, and I would therefore recommend that not less than 500 of the military police be placed at my disposal immediately, and that preparations be made for throwing

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500 more into the zillah on a further call, also that 100 cavalry be sent to me as early as possible. They will be of more use than 500 infantry; 75 men of the 6th Bengal Military Police leave to-night for Damoorhoodah, which they will reach to-morrow morning.

15. I enclose copy of a vernacular order just issued to the police.

16. I have indented for a large supply of copies of the proclamation.

From *A. R. Young*, Esq., Secretary to the Government of Bengal, to *A. Grote*, Esq., Commissioner of the Nuddea Division (No. 1211), dated 26 March 1860.

Sir,

I AM directed by the Lieutenant Governor to acknowlege the receipt of your letter, No. 83 Ct., dated the 23d instant, with its enclosure, reporting certain occurrences in Jessore and Nuddea connected with the existing excitement in those districts.

2. The Lieutenant Governor desires that you will cause to be conveyed to the Kaloopole darogah, and to his police, his satisfaction at their good conduct on the occasion of the arrest and attempted rescue of certain persons whom the magistrate, Mr. Skinner, had ordered to be sent into the station. If the darogah's official character is generally good, you are authorised to promise him early promotion in recognition of his good behaviour; and you will be so good as to bestow a suitable money reward to the police burkundauzes and the village chowkeedars whose good conduct you have reported.

3. Had the prisoners been rescued, and had Mr. Skinner been forced to retire, the consequences might have been very bad. This occurrence shows the necessity of giving every magisterial officer, acting alone in this time of excitement, a small body of military police, to be at hand to support his authority and to enforce the execution of his orders. You will be so good as to arrange accordingly.

4. With reference to the letter from Mr. Herschel, the officiating magistrate of Nuddea, to your address, No. 84, dated the 21st instant, I am to inform you that Sub-Lieutenant Baker, with a party of 60 men of the detachment of the 4th Police Battalion under his command at Hooghly, and all the available men of the 6th Battalion, have been already sent into the Nuddea district. Application has likewise been made for troops from Barrackpore for the immediate relief of Captain Raban's Guards, consisting of somewhat more than 100 men on duty in Calcutta, and as soon as these men are relieved they will be sent also to the same district. By this means Nuddea and its borders will have been supplied with about 500 men of the 6th, and 60 men of the 4th Police Battalion.

5. It appears to the Lieutenant Governor that Jessore is not sufficiently supplied with military police, but Major Miles and the head quarters of the 4th Battalion are expected at the Presidency from Midnapore this evening. On their arrival a detachment of them will be sent immediately to Mr. Molony, in Jessore.

6. The Lieutenant Governor has obtained from the Government of India the services of the Lahore Light Horse, about 100 strong, now at Dum-Dum, and this force will be sent immediately to the districts where the excitement prevails. There are no more horse in Bengal. Two troops of Adlam's Police Sowars have been called down from Behar, but they cannot be in Bengal for some days.

7. The original enclosure of your letter is herewith returned as requested.

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From *A. R. Young*, Esq., Secretary to the Government of Bengal, to the Commandant of the 4th Bengal Police Battalion (No. 1252), dated 27 March 1860.

Sir,

I AM directed by the Lieutenant Governor to request that you will immediately send for Lieutenant Smith, of your battalion, from Burdwan, and instruct him to proceed with 50 men to join Mr. Molony, the magistrate of Jessore, who is in the neighbourhood of Kaloopole. Lieutenant Smith should be directed to march *viâ* Bongong, where probably he will receive instructions from Mr. Molony. If not, he will proceed on towards Kaloopole and will hear from Mr. Molony on the road.

(No. 1253-4.)

COPY forwarded to the Inspector of Police Battalions for information.
Ditto, to the Commissioner of Nuddea, for ditto.

From *A. R. Young*, Esq., Secretary to the Government of Bengal, to the Mgistrate of Jessore (No. 1259), dated 27 March 1860.

Sir,

I AM directed to forward, for your information, a copy of a letter this day addressed to the Commandant of the 4th Bengal Police Battalion, from which you will observe that a detachment of that battalion has been ordered to join you as speedily as possible. You will be so good as to send instructions to meet the officer commanding this detachment at Bongong, if possible.

From *A. Grote*, Esq., Commissioner of the Nuddea Division, to the Secretary to the Government of Bengal (No. 1), dated Kishnagur, 26 March 1860.

Sir,

I BEG to submit herewith the magistrate of Nuddea's fourth weekly report, dated 26th instant, and an extract as follows, from a demi-official, dated yesterday, from Mr. Molony, who is now encamped at Soobodhee, in thannah Kaloopole:—

"I have just returned from a ride in and about what Skinner considered the worst villages when he came out. There was none of the excitement that he mentions, and the people all appeared to be engaged in their usual pursuits. They are evidently wavering and don't exactly know what they will do yet; they informed me that they had sent a deputation to Calcutta some three or four days ago, and that they were perfectly ready to obey the Government orders to sow, if it was given. I explained to them, that if they were under advances they must of course be expected to work them off, and that Government could not possibly approve of their present attempt to break existing engagements. They behaved in a very orderly and quiet manner, quite different from what they did when Skinner came. It seemed to me that they had committed themselves to a line of conduct under the false representation of the wishes of Government, and did not first know how to back out of it. They said they thought they must do as others, and alluded to the Burogram. (Jyrampore). They all had the same answer at first, when asked whether they were going to sow, '*Das jun jaha kore taha amora koribo*,' which showed that they looked somewhere for an example."

2. I am quite satisfied with the arrangements which have been made. Captain Raban has been requested to fill up from head quarters the number of men who have been drafted from Lieutenant Duff's party to Haut Boleah, where there is some public money in the camp of the Superintendent of Nuddea Rivers.

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3. The magistrate is right to watch the proceedings of the several parties named in his report. I have myself warned Baboo Sham Chunder Pal Chowderee. The appearance of the new law will, I expect, put an end to all further agitation.

4. The darogah has not yet reported the result of his inquiries into the complaint of Mr. Hoyle, the railway engineer. The demonstration which caused him to leave his camp was not in any way directed against him.

P.S.—May I request the return of the original enclosures of this and previous letters.

FOURTH WEEKLY REPORT on the State of the Indigo Districts in Nuddea, for the week ending 24th March 1860.

SINCE the date of my special report nothing whatever has occurred (so far as reported) in disturbance of the peace. I recapitulate the events of the week. From the south of the district, reports are now favourable. During the first part the darogah reported that he was not treated with the respect that he looked for, and that the proclamation was not attended to. Mr. Larmour's letters were to the same effect. The tone of these reports changed towards the latter part of the week, the ryots being reported quieter and conciliatory.

2. From the north the occurrences during the first part of the week were rather more serious than hitherto, and some symptoms of unwilleness on the part of the ryots began to show themselves. On Monday I was obliged to break up cutcherry in consequence of the violent demeanour of the crowd towards Mr. Forlong's amlah. The crowd numbered considerably above a thousand, and being unattended, save by my cutcherry peons, I did not think it prudent to run a risk of a rescue, similar to that incurred by the joint magistrate of Jessore, with a darogah at his side.

3. The next day a still larger crowd assembled, but the presence of two thannah burkundazes and a better arrangement of proceedings maintained perfect order. The principal speakers, too, among the ryots absented themselves.

4. On receipt of Mr. Skinner's letter on the 19th, I had directed Lieutenant Duff to hold himself in readiness to march with 50 men to Damoorhoodah; on the 20th I received a letter there from Mr. Hoyle, a railway engineer, showing that he was also being drawn into the quarrel, his supplies having been stopped by the neighbouring village, and he himself having left the place. This determined me to order out the military police, and to apply for reinforcements, which I did on my arrival in the station on the 21st. Lieutenant Duff I found had the same day received orders from yourself to march out 80 men to Damoorhoodah, and he left with them that evening, camping near Damoorhoodah next day.

5. There are four or five men in the zillah whose conduct I have been watching from some time past. They are Syam Chunder Pal Choudhery, of Ranaghât, who having a quarrel with Mr. Larmour, has been using his power as zumeendar to prevent his ryots from sowing for Mr. Larmour. This example has acted unfavourably on the neighbourhood, and particularly in Habeebul Hosain, another zemindar. The latter has now withdrawn his opposition. On a report from Mr. Maclean stating that the leader of the Joyrampore ryots, Ramrutton Moulik, has been down to the house of Sregopal (meaning probably Syamchunder), I sent to have him, and, if Syamchunder was in the house, him also arrested. The darogah reports neither of them to have been there, but to hold Syamchunder in check. I have sent the deputy magistrate of Santipore to Ranaghat, with orders to arrest Syamchunder on the first signs of intrigue being carried on.

6. The next is Ramruttun Moulick, the man whose conduct is complained of by the Jessore authorities. Their grounds of complaint have not been communicated to me, and I can only say, therefore, that the warrant issued against him and two of his brothers is being executed, one of the three having been arrested. The influence of these men is considerable, and both Mr. Maclean and his police are watching them most carefully, but hitherto nothing tangible has turned up. I have requested Mr. Molony to let me know what evidence has been obtained. They are putneedars of Joyrampore, and the Loekenathpore concern holds under them as izaradars, and between the two there is a quarrel.

7. The third is Brindabun Sirkar, a man generally described as pugnacious. He has a quarrel with Mr. Clarke, of Khalbolea, whose ryots have so far remained indifferent spectators of the disputes going on elsewhere. No particular charge is preferred, except opposition to Mr. Clarke, and I have no reason to suppose that he has any other object than the preservation of his own interests. His conduct, however, is also being closely watched.

8. The fourth is Rammohun Moiter, of Meherpore, a released prisoner, whom Mr. Platts has already received orders to arrest on the first indication of intrigue. He is, I think, a more dangerous character than Brindabun Sirkar.

9. There

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9. There is one other man, whose motions are being observed, Mohesh Chunder Chatterjee, a Sirkar of Ram Rutton, ryot of Jessore. This man speaks English, and is a man of considerable education and notoriety. He would be, I think, most dangerous of the five as a leader, but he is behaving cautiously, and Mr. Maclean is quite aware of the importance of watching him at Damoorhooda.

10. On the whole, I think a warning attitude is all that is absolutely required in dealing with these men, and that severe measures are likely to add to the difficulties of giving fair play to the new law.

11. At the same time I am prepared on the first proof of continued activity on their side to place the offenders under arrest.

12. The villagers require rougher treatment, and I have prohibited their moving more than five together from one village to another.

13. I have now the following force posted as below:—

	Men.	Subadar.	Jemadars.	Havildars.	Naiks.
In the Station, Captain Raban - - -	77	- -	2	5	6
„ Lieutenant Baker - - -	62	1	2	4	4
At Damoorhoodah, Lieutenant Duff - -	80	- -	1	6	3
„ Meherpoor, Lieutenant Robertson - -	50	- -	1	3	3
„ Bongong, Soubhadar Sobham Khan - -	50	- -	- -	3	3
TOTAL - - -	319	1	6	19	19

P.S.—I enclose Mr. Maclean's report (copy) giving some additional particulars.

W. J. Herschell,
Officiating Magistrate.

26 March 1860.

WEEKLY REPORT on the State of the Indigo Districts, from 17th March to 24th, Subdivision of Damoorhoodah.

THANNAH HURDEE.

A DEMONSTRATION was made on the night of the 16th March by the villagers of Kalidosspore, Kumulpore, and Gobinpore, a preliminary inquiry by the naib darogah imputed the proceeding on the part of the ryots to an impression that the factory of Paikpara, against which the demonstration was made, had seized their cows. I, however, directed the darogah to inquire personally into the case, and also the facts alluded to by Mr. Hoyle, of the Eastern Bengal Railway.

Mr. Tripp, of Bamoodee, complained that his suty stack at Akubpore was destroyed by a fire, the work of incendiaries. The charge was made against the Kusakoodee villagers, but, as I learn from the police reports, only suspicion, and no proof, is offered by the factory.

The northern part of this thannah is rather unsettled, and I have, therefore, requested Lieutenant Duff to detach a native officer and 30 men to Hat Bolia, a position from which any portion of the Bamoodee and Doorgapore, or Joradoh concerns, can be speedily reached.

THANNAH DAMOORHOODAH.

This thannah has settled down. The petitions are now comparatively few, and I have heard of no assemblages of any sort. Lieutenant Duff and 60 men are stationed at Damoorhoodah.

THANNAH DOWLUTGUNGE.

A few villages in this thannah are connected with the league supposed to exist. Their behaviour, however, has not been in any way opposed to public tranquillity. I do not think that the state of these thannahs is on the whole less satisfactory than at the close of last week. No attempts have been made on either side to resort to force, and I am confident that the presence of the police battalion, together with the operation of the anticipated law, will restore these districts to their usual quiet.

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During the past week the joint magistrate of Jessore sent a warrant for the arrest of three of the principal Joyrampore putnidars, Ram Rutton, Rammohun, and Greesh Mouliks. The two former have eluded capture, though on my visit to Joyrampore they both came freely to my tent. They are charged with intention to break the peace, but I am not aware, from any facts brought to my knowledge, that they have done more than foment the quarrel between the factory and the ryots. This was, I believe, at first done on private grounds, and without any idea that the movement would attain its present dimensions.

(signed) *A. T. Maclean*,
Assistant Magistrate.

24 March 1860.

From *A. R. Young*, Esq., Secretary to the Government of Bengal, to the Commissioner of Nuddea (No. 1275), dated 27 March 1860.

Sir,

I AM directed to acknowledge the receipt of your letter, No. 1, of yesterday's date, submitting reports from the magistrates of Nuddea and Jessore regarding the present state of those parts of the two districts in which the indigo excitement prevails, and the measures taken by those officers to settle the minds of the ryots and to prevent any disturbance. These reports are satisfactory.

With reference to what is remarked about the new law, the Lieutenant Governor trusts that its effects will be as good as it is anticipated that they will be. But it is quite possible that in some places the law may disappoint some cultivators, whose minds for a moment may become irritated and excited; and it is absolutely necessary that whenever there is the least chance of this, a party of horse or of the military police (and a very small party indeed is seen to be always enough for one place) must be near at hand. In a case of this nature, seeing the sort of people and the sort of feeling we have to deal with, it is an object not only to be prepared, but to show that we are in every quarter. There is now an adequate force in the excited districts, or on the way to them; and if this force is properly distributed, the preservation of order may be regarded as secured.

The Lieutenant Governor desires that you will carefully avoid the error of clubbing a comparatively large body of men, whether of horse or foot, at one place, such, for example, as Kishnaghur. For the sort of effect required at present a much larger number of men at Kishnaghur than suffices for the protection of the neighbourhood of that spot, would not be very much more useful than at Calcutta.

A party of the Lahore Horse which has been ordered to proceed to Kishnaghur must be detached, to be at the disposal of the magistrate of Jessore.

You are, of course, aware that the new law must be worked, not only or mainly at Sudder stations, but in the interior and in the neighbourhood of every place where recourse to it is at all likely to be had by planters, or where planters are at all likely to attempt unlawful violence in order to avoid the necessity of having recourse to it.

The original enclosures of your letter are herewith returned.

From *A. Grote*, Esq., Commissioner of the Nuddea Division, to the Secretary to the Government of Bengal, Fort William (No. 85 Ct.), dated Allipore, 3 April 1860.

Sir,

I BEG to submit herewith the Nuddea magistrate's last weekly report on the state of his district. This brings up his narrative to the 31st, on which date I left Kishnaghur.

2. I directed Mr. Herschel to issue an order to the effect explained in his 4th para. I found that in several cases of maltreatment of factory servants, the latter were handed over to the police on a charge sometimes to the effect merely that they had been found trespassing in the village. The impression on the villagers' part that the factory people had no business in their villages was the consequence, in some measure, of the muddud purwanahs which the magistrates were in the habit of issuing on the ryots' petitions some months ago.

3. During

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3. During the week that I have been at Kishnaghur I have seen several of the leading planters of the district. None of these gentlemen apprehend any aggressive act on the part of the villagers, or admit that there are grounds for such apprehensions. Who are the writers of the alarming and exaggerated reports which from time to time appear in the public papers I could not ascertain. Residents at the Kishnaghur station, I found, knew nothing of many of the occurrences therein communicated till the Calcutta papers came in.

4. Some of the Nundunpore ryots petitioned me to the purport of the petitions, so many of which have been before Government. The ryots, who were perfectly tractable and reasonable, denied stoutly that they were under advance, and asserted earnestly their wishes to abandon their connexion with the factory as an unprofitable one. The effect of the order just published, in accordance with your letter dated 27th ultimo, No. 1273, which directs the police to explain to the people the provisions of the new law, will probably be to make all these parties sow indigo for this year; but the very coercion which is now as a special measure being applied, will make their aversion to indigo cultivation stronger than ever.

5. The planters quite see this, and all those gentlemen that I have met are prepared for a reform of the present system.

6. I take this opportunity of submitting in original a letter from Mr. Collis, with its enclosure from Mr. Meares, which the former gentleman has requested me to lay before Government, with reference to the remarks made on Mr. Meares' conduct in the Nuddea magistrate's weekly report, dated 18th ultimo. I have not that report before me to refer to, but if Mr. Herschel omitted in it to mention that Mr. Meares had offered 200 rupees to the Doodhpettee villagers, it was either from inadvertence or because he considered the offer inadequate, which he did. He accepted, perhaps, too readily the statement of the villagers as to the amount of property destroyed by the fire.

7. Mr. Molony's demi-official daily reports have throughout the week been favourable. He has warrants out against one or two parties, who have, he thinks, committed themselves by collecting money from the villagers with a view to carrying on the agitation against indigo cultivation.

Fifth Weekly Report on the State of the Indigo Districts in Zillah Nuddea, for the Week ending 31 March 1860.

The district has been comparatively quiet throughout the week.

2. My subdivisional reports are not yet in; they will contain nothing beyond what I can now report, except details of a few slight encounters between the two parties, principally on the question of cattle trespass, or of attachment of crops, or other zemindaree matters.

3. The result in, I believe, every case has been that the planters' servants have been beaten or sent prisoners to the thannah, but in no case has any dangerous bodily harm been done. (In one, which occurred last week, a pyadah had his eyebrow cut open and four teeth knocked out.)

4. This result, however, has compelled me to issue an order to the police which shall, at all events, enable a planter as zemindar to send his servants into a village without the certainty of their heads being broken. I have no fear that the order will be abused. The ryots have clearly exceeded their rights in ejecting the agents of their landlords, and the latter have a clear claim to the support of the police.

5. Mr. Platts, at Kurreempore, mentions in a semi-weekly letter that Mr. Sibbald had reported one riotous assembly, and the accounts from Mr. Tripp's villages are taking the same form as has been the case in almost every concern hitherto. But these are the only two places in which the feeling is reported hotter than before. This, I believe, is only because it began there later. In all other directions it is cooling down. In the south, indeed, everything is reported as quiet as usual, and the ryots are said to be prepared to sow; but from Mr. MacNeil I hear that petitions are being put in by the ryots. The prospect of a settlement there, though not certain, is decidedly hopeful.

6. The villages in Mr. Tripp's line engage at present the most attention, and a party under Lieutenant Robertson of 30 men has been marched from Meherpore to Bamoondee in consequence, and a similar party from Dahmoorhoodah under a jemadar to Hât-Boleah. The reports of the last two days are more favourable.

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7. The planters have, to some extent, been engaging lattials lately; but I am confident that the object of this has been merely self-protection, and that in the presence of the military a number of men will be dismissed.

8. Some of the leading men among the ryots have been in to the station at my call, and have engaged to quiet their followers. Ramrutton has not yet been caught, though twice traced apparently to and from Calcutta. The Joyrampore villagers say they will pay up the penalty rather than sow. This they may perhaps do, as Mr. Meares tells me their cash advances at present are very small; but I doubt whether the example will be followed on a large scale.

9. Mr. Platts has obtained direct proof of instigation against one man whom he has arrested in consequence. I shall report on this case when completed.

10. The new law will commence working on the first petition. Mr. Mackenzie has joined at Hadrah. Mr. Taylor will be at Dahmoorhoodah on Wednesday. Mr. Betts has gone to Jessore.

11. The following is the present disposition of the forces in camp in this zillah:—

BENGAL MILITARY POLICE.

Damoorhoodah - - -	80	Men under	Lieut. Duff.
Hât-Boleah, Mr. Tripp's line -	30	„ „	Jemadar.
Bamoondee „ „ -	30	„ „	Lieut. Robertson.
Meherpore - - - -	50	„ „	Jemadar.
Hadrah - - - - -	60	„ „	Lieut. Baker.
Bongong - - - - -	50	„ „	Soubdr. Soobhan Khan.
	300		

LAHORE LIGHT HORSE.

March to-morrow, as below.

Damoorhoodah - - -	30	sabres under	Capt. Travers, with staff.
Soobdhee, in Jessore - -	30	„ „	Lieut.
Kurreempore - - -	20	„ „	Lieut.
Kishnaghur - - - -	20	„ „	Serjeant at my own disposal.

W. J. Herschel,
Officiating Magistrate.

Kishnaghur, 1 April 1860.

From *S. E. Collis*, Esq., to *A. Grote*, Esq., Commissioner of Nuddea, dated Calcutta, 31 March 1860.

Sir,

WITH reference to the assertion made by Mr. Herschel to you of the state of the district from the 17th to the 24th of March, which was read out on Saturday last at the meeting of the Legislative Council, and which is as follows:—"In regard to the Doodhpettee fire I regret to say that Mr. Meares has shown no desire to remove the suspicion of the ryots against the factory, a suspicion resting on grounds much stronger than in the Kadjoorah case against the ryots," I have the honour to forward an extract of a letter from Mr. Meares to me. I have also just received a letter from Mr. Tweedie, the manager of the Lokenauthpore division of the concern, in which he states as follows:—"At this season the ryots are in the habit day and night of burning the chaff and refuse of their cold-weather crop, and they are most careless as to the spot chosen for doing so, usually just where it happens to be; the consequence is that fires are frequent, and were the factory people to be responsible for them all, they would be in constant hot water." As to Mr. Meares giving no assistance in the matter, he distinctly told Mr. Herschel he would give 1,000 rupees to find out the culprit, and would give the ryots 200 rupees to assist them in building up their houses. Mr. Tweedie goes on to state, "as to the number of houses burnt, only six ryots' houses were burnt, and every little outhouse and cow-shed must have been counted to make up the exaggerated number 28." Mr. Tweedie further states the

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the sum of 5,000 rupees put down as the loss supposed to have been sustained by the Doodhpettee ryots is a gross exaggeration.

As the assertion of the magistrate has been published, and is likely, if uncontradicted, to do Mr. Meares a serious injury, it is due to him to have his statement of the case heard. I have, therefore, to request you will forward a copy of this letter and enclosure to his Honor the Lieutenant Governor of Bengal.

EXTRACT from Mr. *Meares'* Letter, dated Lokenathpore, 27 March 1860.

I NOT only offered 1,000 rupees to find out who had burnt the houses or who had instigated the burning of them, but I offered the ryots 200 rupees to rebuild the houses. This I did to Mr. Herschel in Mr. Tweedie's presence. I understand there were not more than 20 houses burnt, if that, and I feel sure none of our people had anything to say to the burning, and when I made the offer of 200 rupees I thought it was very liberal, seeing how badly the ryots were behaving. Fires occur every week during the month of March, and if the factory servants are to be made responsible for them all, they will have enough to bear. I have inquired into the case, and, as I said before, I do not believe that any of our people had anything to say to the case.

TELEGRAPH MESSAGE from *D. J. MacNeil*, Esq., to the Lieutenant Governor, Calcutta (Bongong, 8 April 1860).

RIOT just reported at Narainpoor in Bhagda, 24 miles off. Arrested persons rescued from the police. I start immediately with military police for the place.

From *A. Grote*, Esq., Commissioner of the Nuddea Division, to the Secretary to the Government of Bengal, Fort William (No. 90 Ct.), dated Allipore, 10 April 1860.

Sir,

I BEG to lay before his Honor the Lieutenant Governor the Nuddea magistrate's sixth weekly report, dated the 9th instant.

2. I fear Mr. Maclean's health is again beginning to fail; the heat in tents just now must be trying. I hope arrangements may soon be made for constructing the subdivisional buildings at Damoorhoodah as well as at Bongong.

3. A daily return will be made to me by each officer of adjudications under the new Bill, and next week I shall probably be able to show how this is working. As I have stated in a previous letter, I do not think that there will be many awards, and the planters are right not to press for them, if they see a likelihood of their lands being sown without coercion.

4. The Jessore magistrate's reports are favourable. He also anticipates very few cases under the new Bill.

5. I have no particulars yet from Mr. MacNeil of the riot in Thannah Bagdah, which he yesterday reported by telegraph.

SIXTH WEEKLY REPORT of the State of the Indigo Districts in Zillah Nuddea, for the Week ending 7 April 1860.

UNDER the new law several cases of destruction of indigo have been taken up, and punishment has followed.

The ryots in the south of the district have declared themselves ready to sow, and it is only in the north that they hold out. This is partly owing to the fact that Mr. Maclean has found it impossible to make head against the amount of work thrown on him. I was

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obliged to return to Damoorhoodah accordingly on Wednesday. I took Mr. Taylor up with me, and on examining Mr. Maclean's file of cases found that, in fact, the machinery of justice had become clogged. I assumed charge of the office for three days, during which I struck off all cases the decision of which was not imperative, and distributed the remainder among Mr. Taylor, stationed at Hât-Boleah, Mr. Maclean at the subdivision, and Mr. Betts, whom I detained for this purpose. The number of collectory cases instituted by the planters has also added enormously to the work on hand. Mr. Maclean is in no way to blame.

The ryots generally are awaiting the first decisions under the law. The planters are averse to bring cases, saying they would rather not press the ryots if they will sow without recourse to law. However, a very large number have now been started at Damoorhoodah, and I expect decisions on them before the end of the week.

On my return from Damoorhoodah on Saturday, I went to one of the villages in the Khal-boleah Concern, where the ryots refused to sow. On explaining the law to them they submitted, it being clear that they had taken their advances: "If that is the order of Government," they said, "of course we must sow." This is the general feeling, and the first decisions under the Act will produce sowings all over the district. I have been urging the planters, therefore, to bring their cases on at once, that the result may be as speedily made known as possible.

The last news in from Mr. Tripp's neighbourhood is that he expects the ryots to sow.

While at Damoorhoodah, I had in the Joyrampore ryots. They simply denied that they were under advances for the present year; some of them, they admitted, had taken advances, but the greater part they said had not done so, and, unless ordered to sow, they declined to do it. Their behaviour was perfectly respectful. I took the opportunity while at Damoorhoodah of inquiring into the grounds on which Ramrutton Moulik was officially reported to have assumed the title of Neel Bansa Binasuk, &c. It is certain the title has never been seen in writing, and how it arose only I am quite unable to ascertain.

From *D. J. MacNeil*, Esq., Joint Magistrate of Bongong, to the Secretary to the Government of Bengal (No. 12), dated Narainpoor, 12 April 1860.

Sir,

I HAVE the honour to report for the information of Government that, having received a report on the evening of the 8th instant from the darogah of Bagdha, that he had been attacked by a mob in this place, and that four persons whom he had arrested had been rescued from him, I came down at once to the spot with 30 of the military police. I reached this place at sunset on the 9th, and upon information received from the darogah and others, I arrested the same night in their houses 18 out of 23 offenders, whose names were known. One other person has since been apprehended, and I have convicted the whole 19, and sentenced them to six months' imprisonment and to fine. I have also dismissed seven of the village police, who were present and refused to lend the darogah any assistance.

2. The facts of the case appear to have been as follow:—A petition was presented to the darogah of Bagdha, at Jadabpore, on the 7th instant, by one of the Elasmari factory people, to say that, without the assistance of a burkundaz to keep the peace in Narainpoor, they dared not go into that village to get the indigo sown, and that as rain had fallen, they wished to do so at once. The darogah sent a burkundaz to the spot, and ordered the naib darogah of Mohishpore also to go there and see that no disturbance took place.

3. Another petition was presented to the darogah a few hours afterwards by another of the factory servants, stating that they had actually gone to Narainpoor to sow indigo, and had been driven out by the villagers, and asking leave to go there in person. He did so, and on arriving at Narainpoor on the morning of the 8th instant, he found the naib darogah in the act of reading out to some 25 of the ryots the proclamation, issued by my predecessor three weeks ago under the magistrate's orders. The darogah then read out to the people the purwana and istehar recently issued, which explain the provisions of the new Act. They laughed at him, and said they would obey no such orders.

4. The darogah then inquired from the Elasmari factory gomastah, who was present, who were the principal men among the ryots before him. The gomastah pointed out four persons, mentioning their names. The darogah ordered two burkundazes who were with him and the chowkeedars present to arrest them; the chowkeedars

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chowkeedars refused, but the burkundazes obeyed his directions and seized the four men pointed out. They had not taken them, however, above 100 yards, when the ryots of the neighbouring villages who had been collecting round, and had apparently been lying in wait out of sight, suddenly appeared to the number of 200 or more, with latties in their hands, laid hold of the darogah's prisoners and dragged them away from the burkandazes, and threatened and abused the darogah himself and his naib. The darogah, seeing how numerous his assailants were, did not attempt to recover the men who had been rescued from him, but retired, and reported the matter to me.

5. The case is therefore one of simple resistance to the police, and would not be of any great importance were it not for its connexion with the ill-feeling prevailing among the ryots towards the indigo planters. That ill-feeling had to a great extent passed away in this part of the district, if indeed there ever has been much of it; but it has suddenly revived, and seems very widely spread. It will be impossible to tell, until another fall of rain occurs, what effect the punishment of these offenders may have upon the neighbourhood; but the last fall has been followed by no sowing throughout the greater part of the lands of the Ketgoora factory. I am assured that only from 200 to 300 beegahs have been sown out of 12,000, though a large portion of them had previously been ploughed up for the purpose.

6. I have every hope that the removal of these individuals whom I have just convicted, and among whom are some of the principal promoters of the opposition to the factory people, will have a very good effect. But the suddenness and extent of this movement among ryots, who only a fortnight ago professed their readiness and willingness to perform their contracts, seems to set all anticipations as to their future behaviour at defiance. Emissaries from other more disaffected parts must be at work among them.

7. Just now all is quiet, and I therefore return to Bongong.

(No. 1938.)

Copy forwarded for the information of the Government of India in the Home Department.

From *A. Grote*, Esq., Commissioner of the Nuddea Division, to the Secretary to the Government of Bengal, Fort William (No. 100 Ct.), dated Allipore, 18 April 1860.

Sir,

I beg to submit herewith, in original, the Nuddea magistrate's seventh weekly report on the state of that part of his district in which the indigo disputes prevail.

2. I presume that Mr. Herschel refers to Sections I., II., and III. of the law as the contract sections, and to V. and VI. as the penal sections. The planters are acting unwisely for their ultimate interests, if, as here reported, they are trying "to invest the law with greater terror than it really has." No doubt the promulgation of this stringent law and the presence of troops must give them for the moment the advantage of appearing to have the whole weight of Government on their side; but if the ryots, acting on good counsel and appreciating the exceptional character of the late measure, accept this as an order to sow for this year, and reserve the question of their relations with the factories for deliberate decision hereafter, they will occupy a far better position for obtaining their object than the planters, artificially supported as they are, now hold.

3. I cannot help fearing that misrepresentations of the real purport of the law must have had some influence on such ryots as are reported to have taken advances and made contracts since its promulgation.

4. The cases instituted in the Damoorhoodah subdivision have not yet been reported; in one case only, under Section VI., disposed of by Mr. Herschel, has

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the decision been before me. In Jessore no cases under the new law have yet been instituted.

5. I do not like to see the mention here made of Mr. Betts' having sentenced a mookhtar to six months' imprisonment and fine under Section V. The effect of such a sentence will naturally be to deprive the ryots of legal advice in the management of their cases, which will give the new law a still harsher character than it must now wear. I have sent for the record, and shall report on Mr. Betts' proceedings hereafter, and I shall require a report from the magistrate on the heavy penalties inflicted by Mr. Mackenzie in the cases decided by him under Section VI.

6. I have seen Mr. MacNeil's Report on the Naraiupore ryots, and so, I am aware, has his Honor the Lieutenant Governor. The application to the darogah does not appear to me to have been sufficient to justify him in acting on it as he did; but I reserve my opinion on this point till I see the record, and learn the instructions which he gave to the burkundauze when sending him to the village. The factory people should have brought a suit if they had reason to apprehend that the Naraiupore ryots would not sow. The darogah's subsequent proceeding in going personally to the spot on a second similar application, and in arresting four persons pointed out by the factory gomastah, as the principal men, in a crowd which had laughed at him, appears to have been arbitrary and injudicious enough to have provoked a more serious riot than that which followed.

(No. 1939.)

Copy forwarded for the information of the Government of India in the Home Department.

Seventh Weekly Report on the State of the Indigo Districts in Zillah Nuddeah, ending 14 April 1860.

The operation of the new law has began to show itself in the conduct of the people. It has undoubtedly acted as an irritant. The planters, to judge by the complaints put in, are straining every nerve to invest the law with greater terror than it really has, and the sentences passed under it are being held as threats over the ryots, who in several places have agreed to sow, yielding in some to the true bidding of the law, in others to simple fear. I have not yet had a single case preferred to me under the contract section, though I have had several preferred under the penal sections. As a sign of the same tendency to coerce, instead of to sue, the ryot, even under the present most summary law, I should mention that the zemindaree powers of the planters, to eject ryots or to measure their lands, are being largely worked, but a steady disinclination appears to exist to bring the real point at issue into court at once. The only exception that I know of yet is in Mr. Forlong's case, who has instituted several suits at Damoorhoodah. Mr. Maclean (whose file is now reduced to manageable limits) received a great number of cases on Saturday, the 7th, and he has brought a number of them to a decision already, and so have Messrs. Taylor and Betts.

2. Mr. Maclean reports:—"No breach of the peace has taken place in this part of the district, nor have any assemblages on the part of the villagers, or other proceedings likely to disturb the public tranquility, taken place.

"In the Haidee Thannah, Mr. Taylor has been disposing of the cases brought by Mr. Hills, of Katchicatta, under the Bill to enforce indigo contracts, and the ryots have generally agreed to sow in obedience to orders. Here Mr. Betts and myself have had a good number of cases instituted by the Neechindipoor and Peerpoor factories. For two or three days the ryots steadily refused, and some were committed to the civil gaol in default of payment of the pecuniary award. Yesterday, however, most of those committed by myself agreed to execute their contracts as ordered, and were therefore released, being at the same time warned that any delay would entail serious consequences on them.

"The cases will be duly reported, in obedience to the instructions this day received. I will only remark at present that the ryots have steadily denied the receipt of advances, in the face of the factory accounts, signed by the European assistant, and of the evidence on oath of the dewan who paid the money. No other defence has been put forward beyond this simple denial.

"Trespass and destruction of indigo cases are very few in number. Intimidation and attempts to dissuade have been brought forward, and in one case a mooktear was sentenced by Mr. Betts to imprisonment for six months and fine.

"No cases have yet been tried from the Khalboleah or Lokenathpoor factories."

3. I have

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3. I have called for the last case mentioned, as also for one in which Mr. Mackenzie, at Hadrah, has sentenced a number of ryots to imprisonment for six months for cattle destruction of indigo. The penalty in the latter instance appears severe for a first case.

4. The only disturbance occurring since my last Report has been at Narainpoor, in the Bongong subdivision. That it took place at all was owing to the disbelief of the ryots in the authenticity of the orders read out to them. The Report has already been submitted to Government direct by Mr. MacNeil, and I enclose a copy of it herewith. The prompt punishment dealt out will, I think, restore discipline.

5. On the whole, the week has been a critical one, with several sowing showers of rain. In the Mulnath concern, the villages which at first showed greatest opposition have sown as usual. In the north, also, several villages have sown, but the general progress is slow, and the difficulty of facilitating it, without injustice to those ryots whom the law does not affect, is what makes it so.

From *A. R. Young*, Esq., Secretary to the Government of Bengal, to the Commissioner of Nuddea (No. 1838), dated 19 April 1860.

Sir,

I AM directed to acknowledge the receipt of your letter, No. 100 Ct., dated the 18th instant, enclosing Mr. Herschel's seventh weekly report on the state of the indigo districts in zillah Nuddea. In this special reference is made to the working of the new law, which, Mr. Herschel observes, has been much misrepresented by the planters to the ryots, the sentences passed under it being held out as threats over the latter, with a view to coerce them to take advances. You seem to think that there is good ground for this belief.

The Lieutenant Governor is confident that if, as represented by Mr. Herschel, the planters are straining the law "to invest it with greater terror than it really has," you will see that the magistrates effectively prevent such abuse.

The circumstance you report, that some ryots have entered into agreements and taken advances since the promulgation of the law, is remarkable. It proves at least this, that all the ryots who used to cultivate indigo were not, as a matter of course, under agreement to cultivate this year; and therefore great care is requisite in requiring proof of the agreement whenever the fact is disputed, otherwise grievous injustice may be done.

Mr. Herschel states that in the cases which have been tried, the evidence for the factories was their own books, as to the payment of advances, and the oath of one of their own native servants; whilst no other defence has been put forward than a simple but steady denial of the receipt of advances by the ryot. The Lieutenant Governor makes no doubt that the cases were decided in conformity with substantial justice, and presumes that in this, as in all other civil actions now, the defendant is allowed to give his own evidence on oath, as well as the plaintiff and his native servants. But the manner in which the trials are spoken of makes this a little doubtful. If the case be not so, then justice is not done. When the defendant's oath contradicts that of the plaintiff's native servant, the obvious duty of the judge is to seek out by all means independent evidence, to show which story is the more credible. This duty, it is to be hoped, is never neglected.

The factory books show that advances have been charged to the owner of the factory; but it is not stated that they contain the receipts of the payees; and it is not stated what the evidence of the European assistant who signs them shows regarding the system of payment and entry.

These omissions in Mr. Herschel's report of the general character of these trials, the infliction by Mr. Mackenzie of the extreme penalty for the first case ever tried under the new law for destruction of indigo, and the unexplained sentence of a legal agent of some ryot apparently to imprisonment for six months, show the necessity for the earliest possible revision by you of these proceedings, in order to make it quite sure now, and to be able to make it manifest hereafter, that the principles of equity and moderation are observed by each officer entrusted with the extraordinary powers granted by the new law.

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From *A. Grote*, Esq., Commissioner of the Nuddea Division, to the Secretary to the Government of Bengal (No. 109 Ct.), dated Allipore, 25 April 1860.

Sir,

I BEG to submit, for the information of Government, the Nuddea magistrate's eighth weekly report, with its enclosure.

2. The cases alluded to as having been brought by Messrs. Hill's concern have been disposed of by Mr. Tayler, and have not yet come before me. I hear, however, that in some cases he has been awarding double penalty, which seems to be beyond the law.

3. I submit for inspection two cases decided by Mr. Herschel, and one decided by Mr. Mackenzie. These records will show his Honor that, at all events, the greatest pains have been taken by both officers to arrive at the truth. I hope all Mr. Tayler's decisions may bear the same evidence. Mr. Betts' certainly do not. The mookhtar, I learn, with great satisfaction, has been released on my report on the case.

4. It will be seen that 279 men have been imprisoned, and nearly two-thirds of them for breach of contract, while the magistrate expects that at least 200 more will be imprisoned for the same offence. I can hardly believe that any man really under contract, or what the magistrate declared to be such, would prefer going to gaol to sowing indigo, and such being the case, I am far from satisfied with the result.

5. Mr. Maclean reports that the Nischindepore and Peerpore suits have succeeded in bringing about a settlement between Mr. Forlong's factories and the cultivators. The Lokenathpore concern is only just beginning to bring suits. Allusion is made in his report to the compromise of some cases of "instigation," and I have sent for the records of these.

6. The magistrate had had to correct a practice which Mr. Maclean had sanctioned in the Damoorhoodah subdivision of stopping the ryots from sowing paddy on what were claimed as indigo lands.

7. Mr. Platt's explanation of the circumstances under which he believes the Cathowly ryots to have lately given contracts is not satisfactory. His cases of "instigation" are being examined by the magistrate.

EIGHTH WEEKLY REPORT of the State of the Indigo Districts in Zillah Nuddea, ending 21 April 1860.

THE district has had its fret and is submitting. Sowings are going on to a very considerable exteut.

2d. The contract clauses have been largely worked by Messrs. Hill's concern, and though I regret to say that the number of recusant ryots sent to prison is very large, yet this was to be expected. The law is against precedent to the ryot's mind, and the illiterate populace cannot be taught the change in so brief a space of time without numerous examples.

3d. Resort to the law in this way has become more general since last week, but there are still many planters who hold out, trusting to the examples which are being made to save them the necessity of imprisoning their own ryots. In my last report I attributed this reluctance of the planters to sue the ryot to a desire rather to coerce him. Without retracting that opinion, which I think applied at the time, I do not wish to attribute to the same motive the reluctance of all planters who still keep aloof. The law is being very rapidly impressed on the ryots themselves, and that I believe to be all that is necessary to ensure its object. Many of the planters, therefore, who have not hitherto come into court are acting wisely in abstaining from doing so now.

4th. I have had some difficulty to encounter during the week in controlling the general tendency to hurry matters to a conclusion.

5th. The question is very near its solution, and the temptation to settle it at once is very great. I am waiting anxiously for the reports of the next week, which will tell me whether I have thrown too much weight in the opposite scale.

6th. I enclose copies of the orders to which I refer.

7th. The irritation to which I allude at first has shown itself in a number of assaults and tumultuous gatherings in the Bagdah Thannah, and a tendency in the same direction which

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which, but for the military police, would have broken out in Damoorhoodah too. As it is, no actual breach has occurred, and Mr. Maclean's report (enclosed) is decidedly cheering.

8th. I enclose also Mr. Platts' report, which I am unable to condense much. It supports, I think, the opinion offered in my last, that the planters were trying the effect of their legal powers in other directions, rather than appeal to the law.

Statement of prisoners in the civil and criminal jail, under Act XI. of 1860, dated 23d April 1860:—

For Breach of contract	173
Destruction of indigo	49
Intimidation	57
Total	279

At least 200 men are expected for breach of contract.

Mr. *A. T. Maclean's* Eighth Weekly Report of the State of the Indigo Districts. Subdivision Damoorhoodah, from 15th to 21st April 1860.

DAMOORHOODAH.

DURING the past week there has been a great improvement in the Nischindepore and Peerpoor villages. In fact, I believe they have universally agreed to sow, taken their seed, and commenced to cultivate. In Joyrampoor the head men had admitted the engagements of the village generally, and promised to effect a settlement within a very few days. I hear they are striving to bring it about, but that their ryots are determined against it. The sowing of paddy has been, I fear, carried to a considerable extent, and the consequence will be, a large number of breach of contract cases. Hitherto none have been brought forward from Lokenathpore; those from Nischindepore and Peerpoor have brought about an universal settlement.

DOULUTGUNGE.

The Khalbolea concern has prosecuted a few ryots for breach of contract, and the advance being proved, the defendants went to jail in default of payment of damages awarded. The village of Shamnuggur, in which alone any active opposition to the factory was going on, is reported by the mooktear to have come to terms with them, and they now expect all to go on smoothly. Two cases pending against Asalut Biswas and others for instigation, &c., have been compromised.

In Hardee the ryots seem less disposed to come round than here, and Mr. Tayler has a great deal of work, I hear.

The darogah reports that the Jhaoodiah ryots were rather insubordinate towards him recently, refusing to admit him to their village; but no actual resistance was offered. I have called for a full report on the case, which originated in some disputes with the factory, some of whose cattle, &c., were carried off. I trust the case will not prove serious.

TO THE DAROGAHS.

The sowings of indigo and rice having commenced, I observe that several police officers are exceeding their authority in attempting to secure quiet by inducing the ryots to sow.

2. I have to call the attention of all police officers to my orders of 21st March, in which the police were absolutely prohibited from using their influence one way or the other. They were directed merely to read the law or other orders out, but not to attempt to explain it. If the ryots do not understand, they must be told to come in to the nearest magistrate.

3. The duties of the police are now much simpler than before. The law is now pretty well understood, and the late orders to read it out in villages where it may be necessary are accordingly stopped, excepting as to the section about destroying indigo. The destruction of indigo is to be prohibited to the utmost. The darogahs will now confine themselves to their usual duty of keeping the peace only.

4. The new law does not give the police any more power than heretofore to either order a ryot to sow indigo or to prohibit him from sowing rice. It merely allows the magistrate after judicial inquiry to order a ryot who has taken advances to sow indigo, and allows the ryot, if he prefers to pay the damages, to sow rice. If he does not pay the damages he will go to prison.

5. This order is not to be published. It is intended for the guidance of yourself and your subordinates, and is to be kept to yourself.

W. J. Herschel,
Officiating Magistrate.

19 April 1860.

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To the Darogahs.

The enclosed notification is to be simply read out wherever my order prohibiting the interference of the police in the matter may have encouraged the ryots to sow rice to their own and the planter's loss.

W. J. Herschel,
23 April 1860. Officiating Magistrate.

Notification.

I hear that several ryots, without thinking of the result, are sowing rice on indigo lands. This is sheer folly and wrong doing of theirs.

The ryots well know, and those who don't may learn it now, that under the new law any crop sown on lands which ought to have been sown in indigo, will be attached by Government to pay the planter's damages.

If after this warning they sow rice on those lands, I have but one word to say: they will lose their crop, and when the commission hakims come, how are they to believe the words of the ryots when they see them show such budzatee?

Let the ryots bear this in mind.

W. J. Herschel,
Officiating Magistrate.

From *F. Platts*, Esq., Deputy Magistrate of Kurreempore, to the Magistrate of Nuddea (No. 76), dated Camp Meherpore, 2 April 1860.

Sir,

With reference to your Memorandum, No. 252, dated 19th April 1860, and the copy accompanying it, of the Commissioner of Nuddea's letter, No. 128, of the 16th April 1860, I have the honour to submit the following information:—

2. Mr. Smith, of Cathowly, came to my cutcherry one morning during the week ending Friday, the 13th April, and mentioned that the ryots of several of his villages had signed kobooleuts to sow indigo, and as others were coming in daily for the same purpose, he was in hopes that he would not have occasion to resort for the fulfilment of his contracts to the Contract Law in force. He stated also, by way of explanation, that he had agreed to reduce by one-half the quantity of land hitherto sown by his ryots with indigo.

3. The fact that many ryots have come to terms with (not only Mr. Smith) planters, as been communicated to me also by the Meherpore darogah; and as no suits for breach of contract have been instituted by Messrs. Tripp, Tessendie, Sibbald, or any other planter, with the exception of the manager of the Ruttonpore concern, it is clear either that matters have been settled, or there is a prospect of arriving at an amicable settlement without resort to litigation.

4. I have no reason to suppose that unlawful measures have been adopted by the gentlemen I have named, to coerce the ryots, for no complaints on that score have been made. It is true that one man presented a petition declaring that he had been forcibly compelled to sign a kobooleut; but he soon after, and without producing his evidence, filed a razeenamah. The ryots of many villages have during the present week brought "notices" to the darogah of this place for explanation, and they proved to be notices of ejectment under section XXI of the Arrears of Rent Law. The men were informed that if their rent was not in arrears, and if they were not liable under the terms of the law of ejectment, their remedy lay with the Collector of the district. I have, however, mentioned this circumstance merely as a probable explanation of the ryots agreeing to cultivate indigo. There is another formidable power (formidable to the ryots) in the hands of the planter, by which he can make the ryot conform to his will. I allude to the system of receiving payment of rent in kind. The planters thus accumulate the greater portion of the grain of the district in their gulabarees, and the ryot's chief supply is obtained from these stores. If the planter refuses to sell or supply, the result is obvious.

5. The Commissioner considered it highly improbable that contracts should be renewed now, since "so many alleged contracts are being repudiated." With reference to this opinion I would beg to venture the following facts: 40 cases have been instituted in this court, and 11 men have already appeared as defendants; of these 11, seven acknowledge that the contract to sow exists, and of the seven, four unreservedly admit having received an advance in cash; while the other four say that the advance though made, was never received by them, as it was immediately carried to their credit on account of rent, which they acknowledge to have been due. There remains then the minority of four, who repudiate the contracts and allege that their lands were sown by force.

6. No cases under the new law between the Cathowly proprietor and his ryots have as yet been decided by me. Two or three charges of instigation of ryots, and wanton destruction of indigo crops, are pending and under investigation. I am unable to supply a report of the cases of instigation of ryots decided by me, as the records of all such cases have been forwarded, according to instructions, to your office.

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Prosecutor		Nobo Biswas, servant of Mr. Clarke, of Khalbolia.
His Witnesses		
Defendants	1. Alum Biswas.	6. Hadoo Pandit.
	2. Gopal Ghose.	7. Joynal Sheik.
	3. Dewan Mundul.	8. Nufur Mundul.
	4. Sherag Bukshee.	9. Kadim Mundul.
	5. Hater Sheik.	10. Monmon Ghutok and others.
Their Witnesses		
Crime charged		

PROCEEDINGS.

Plaintiff, sworn.—I am teshildar of Tengura and others. The ryots of Simla Panchpotah petitioned to the court against sowing indigo. They wanted me to join them. I refused. They threatened me not to come in to the village again. Now the defendants 1 to . . . give out that they will kill me, and not let me enter the village, and will burn my house. I dare not go into my own house in the village, and I fear any day to hear of my house being burnt.

On being questioned who has said or done this, he states that four days ago defendants 1, 2, and 3 told me this in Simla, at the house of Safi Sheik, near my own house.

Examined.—I am under engagement to sow indigo. The threats now used to me are to deter me from sowing it. I have not dared to enter the village for a month past.

Question. Then how about your being at Safi's house four days ago?—*Answer.* I did go one night, after hearing this threat. I now live at Bhatchala. My family stay in my house at Simla. I had not been home for a long time. I went only to see my family, not on my master's business.

Why did you stop at Safi's house?—They (his house and mine) are eight yards apart. I saw a number of Mussulam and Gwalahs sitting there. They said, "Salam alaikum," ("Sit here awhile,") I sat down and we talked awhile. They said, "We are going to prosecute our complaint; you must go with us." I refused. They said, "We'll make you." I then went home. I have not removed my family in consequence. I have six and a half beegahs under indigo cultivation, but not sown. As I was sitting there, Puncha and Ishwar came; seeing the majiis, they came after I did from Chunder Roy's golabarree, about one russee off. I left the village early in the morning. I have not had any occasion to go to the village since. I left it a month ago. I generally live at Bhatchala, and go home after an interval of a week or two, or a month or two.

It seems, then, that you went this time much as usual, and without opposition. I do not see that you were under any apprehension when you went home this time?—There has been nothing to do in the village lately. The rents are all collected.

Witness.—Puncharam Ghose.—I and Ishwar, and Ramchunder Roy went to Narainpore in the afternoon. We were returning from Chunder Roy's house. When near Safi's house, we saw defendants 1, 2, and 3 telling plaintiff, "You have agreed to sow indigo for the saheb; if so, we will beizzat you and burn your house, and kill you and your family. If you join us, no one shall be allowed to touch you." Plaintiff objected, and called out, "Do you hear?" Then all the rest of the defendants began to give him abuse and threats. Afterwards plaintiff, by humouring them, got away.

Evades or cannot say what the particular conversation was. Quite impossible to bring him to details.

Went close up to the paura in which they were all sitting. Sat down below it; got a hookah and a smoke there. They had a bubble-bubble passing round. Don't know whether Nobo Biswas was smoking.

Ishwar Sirdar.—Ditto. Says plaintiff called on them to bear witness to the fact that they had threatened to burn his house.

Plaintiff recalled.—Did you call on witnesses to bear witness when the threat of fire was used?—I called them as witnesses to the general conduct of the defendants; I did not do it in consequence of any particular threat used by any particular man. I said, "You be witnesses," and therefore got up and went away. Alum Biswas first used the words, "We'll burn your house." I knew the witnesses before.

Puncharam, re-examined.—I was told then by the plaintiff, "These fellows won't be witnesses; I shall call you." He told us this as he left the place. Alum first said, "We'll burn your house." I was not threatened when plaintiff said, "These fellows won't bear witness; you must."

By defendant's mooktear, who has just come in.—I am a tagadgir of the saheb's.

Ishwar.—After a deal of examination, and being brought to the point by almost leading questions, says, Alum said, "We'll burn your house." I am a nil tagadgir of the saheb's.

I do not believe the charge, and would dismiss it at once; but I prefer taking the defence of the party before deciding whether to put the plaintiff on his defence for preferring a false complaint.

Alum Sheik, defendant.—Denies; declares that Nobo Biswas did not go into the village that day.

Gopal.—The same.

Diyanut.—The same.

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DECISION.

I distrust the charge altogether. I find no reason to doubt that plaintiff did go into the village that day. His deposition wears an appearance of truth in this respect; but the only question before me is, what was said at the meeting between himself and the ryots. To prove this he brings two witnesses, who, concealing their service under the plaintiff, put themselves forward as chance ryots of another village accidentally passing the place. They are exposed now as regular paid servants of the plaintiff.

This, and the very unsatisfactory result of the cross-examination, leave me no room to doubt that they were not really present at the meeting. Had they been present, they would have avowed their service, and given it as the reason for their presence.

That two hired witnesses should have been brought is enough to make the plaintiff liable for a false complaint; but I really believe there was a meeting of the two parties, and, before putting him on his defence, I expected to get proof of what really was said at it. The defendants, however, absolutely deny the presence of the plaintiff in the village that day; and, as I cannot believe their assertions on the point, I cannot consider it proved that the plaintiff's deposition is false.

It is certainly not proved true, however, and the defendants are acquitted.

I earnestly hope no more attempts will be made to support these charges by false witnesses. I am aware of the difficulty of procuring witnesses in the present state of affairs; but nothing can justify the deliberate falsification of evidence. Had the story of the defendants appeared to me a reasonable one, I would not have hesitated to act upon it.

19 April 1860. *W. J. Herschel*, Officiating Magistrate.

Prosecutor - - - - -	1. Okhil Chunder Biswas.
His Witnesses - - - -	
Defendant - - - - -	1. Bolai Mundul.
His Witnesses - - - -	
Crime charged - - - -	Breach of contract.

PROCEEDINGS.

Plaintiff, sworn.—I am a servant of the Tezaratee of the Hanskhally concern. Defendant in 1859, on the 11th February, took four rupees cash, after settling accounts which showed him to owe 9 ½ annas. He agreed to sow 2 ½ biggahs year by year from 1859 to 1863–64, for five years. He gave a written koboolyat. Now they won't sow.

Files the koboolyat.

Plaintiff examined.—The koboolyat was signed in my presence.

By Defendant's Mooktear.—The gomastha, Somnath Gangoolee, gave the money at the time. Mr. Hampton was then there in his room. The money was given to the dufturkhana of the press-house.

I am now tezaratee gomastha to the factory. I have no connexion with the indigo department of the factory. I live in village Bhadjanala, I know that the agreement specifies five years, and that it fixes 10 rupees a beegah as penalty for not cultivating. I do not remember any of the other stipulations. Joynarain Biswas signed the paper as having been drafted by him. Hirmath Sheik the same. The other witnesses were Keemoo Sheikh, who touched the pen; there was a Brahmin, a mohurrir of Mr. Hampton's time there, who wrote the names for the witnesses who could not write; I don't know his name. There were present also Bansi Sheikh, Baboo Sheikh, and Nazir Sheikh, that mohurrir, a Brahmin, filled in the blanks in the printed kobolyat as well as the names. I cannot say whether my name was given in by my employers as a servant in the issonnavessee of that time.

By the Court.—I was tezaratee servant at that time in the same position that I am now. The tezaratee papers were then kept at Hanskhally.

By the Mooktear.—I am employed mostly at the Golabaree, where I have to attend the actual business. I keep papers of my own wherever I am, and send up reports, &c., to the factory.

I have given evidence in one case under Act X. of 1859.

By Defendant.—The saheb got the paper from Calcutta. I know because I asked at the time. I am not called on to see these papers often. I cannot say I have ever seen more of them.

The whole of Dokhinpara was in that day to settle accounts. I am not a witness to all these koboolyats, I am merely prosecutor. I have no mooktearnama. I am on behalf of my master. I went that day only to the factory, I was not stopping there then, I went there in the morning and returned in the afternoon.

By the Court.—I had nothing whatever there to do with what was going on. I happened to see what was done. I am now prosecutor as representative of the factory.

The writing began at four dundo, *i. e.*, I went there then and staid till the afternoon. The witnesses swear to the koboolyat.

Witness Joynarain examined.—Is a servant of plaintiff's master, Was at Oomedwar there when the koboolyat was written. I have now been engaged as mohurrir for two or three months in Lakigachcha factory. After thinking, "I receive three rupees a month;" I have written in the zemindaree books of that factory.

I staid in the factory at oomedwar, was there writing at 1 ½ pohur din. Great numbers were signed, I only signed on six papers. I know nothing about any others, I don't know the

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the name of the mohurrir who wrote the koboolyat. He was a Brahmin oomedwar who came up from Calcutta. I do not know all the ryots of Dokhinpara, I knew these six because they came that day. I have not seen them since. I can recognise them all six now. The koboolyat was given to the dewan. With myself, there were seven witnesses. I cannot say without looking at the koboolyat for how much each koboolyat was. Bolai and Bikal signed by mark; the others wrote themselves.

Cannot say when the janmonsthamee was.

Nazir Seikh, Witness.—I went with a letter to Hanskhally. I saw the ryots signing koboolyats. I am tagadgir of Chitrosail Factory. I saw Bolai sign and was made a witness in the case. Somenath Brahmin was then dewan, Mr. Hampton was in charge of the factory. Names the witness. The koboolyat was written by a Brahmin of Mr. Hampton's oomedwaree, I don't know his name.

Hirmat.—I went with wood on hire to Hanskhally. Saw the koboolyat being settled. I saw Bolai give a koboolyat (names all the conditions).

DECISION.

I cannot support this case.

These witnesses are, I regret to say, utterly untrustworthy. They are, without exception, men who have no natural connexion with the preparation of the koboolyat. This document I observe is an excellently printed one on stamped paper, with the year on which the agreement was to be made, printed on it. It is not probable that an agreement so well got up would have been concluded without better witnesses to it than a rice agent, who ha nothing whatever to do with indigo; an oomedwar, who, after a year of attendance has obtained now a mohurrir's appointment on three rupees a month; a tagadgir of another factory, who happened to have come to the spot with a letter; again, men who happened to be bringing wood to the factory, and a mohurrir who was seeking employment from the assistant in charge of the factory at the time, who also wrote in the blank spaces in the form, but whose name no one knows, nor where he now is. Judging by the manner of the witnesses and their appearances, I come to the same conclusion, viz., that the witnesses are false witnesses, and that the koboolyat was never given.

No factory accounts are given in; the whole case depends absolutely on the reliability of the evidence offered to the simple signature of the koboolyat, and that breaks down completely.

I dismiss the case.

W. J. Herschel,
Officiating Magistrate.

23 April 1860.

No. I.—STATEMENT OF CONVICTION.—DISTRICT NUDDEA.

Mr. *W. L. Mackenzie*, Deputy Magistrate.

1. No. of case in the Magistrate's Register.	2. Name of Prosecutor.	3. Witnesses and Documents for Prosecution.	4. Name of Prisoners.	5. Witnesses and Documents for Defence.	6. Crime charged, when perpetrated, and date of Complaint.	7. Crime Established.	8. Sentence of the Magistrate, and when it was passed.
No. 5.	Sheikh Ameer, tagadgeer for Mr. James Hill's Beerpore Factory.	1. Moodoo Raj, Burkundas. 2. Chamroo Boonwa. 3. Giri Dhur Boonwa.	1. Meer Moolook Chand Sheikh. 2. Nondo Das. 3. Nocolee Sheikh. 4. Teencowrie Mundul. 5. Kabil Mundul. 6. Jayroo Sheikh. 7. Meher Alie.	(1.) Hayroo Mundul. (2.) Badoo Mundul. (3.) Nosyo Sheikh. (4.) Dhonai Sheikh. (5.) Jhoroo Mundul. (6.) Hakem Mundul. (7.) Soojhan Rai. (8.) Hant Moora Mundul. (9.) Bolai Das. (10.) Lal Mohun Sheikh. (11.) Pathari Sheikh. (12.) * Jadoo Das. (13.) Jooran Sheikh. (14.) Nocoo Sheikh. (15.) Nazir Sheikh. (16.) Anundo Sheikh. (17.) Badal Sheikh. (18.) Moodee Sheikh. (19.) Harran Sheikh. (20.) Khoshali Sheikh.	Destroying growing crop of Indigo. Offence committed at 3 P.M., on the 24th Cheyth, or 5th April 1860. Complaint preferred 6th April, or 23th Cheyth.	Same as charged Section VI. of the New Bill for enforcing the fulfilment for indigo contracts.	Six months' imprisonment each, with labour commutable to fines of fifty rupees each, to be paid within one week.

Decision, and grounds thereof, under Act XXXIII. of 1854.

This complaint has been instituted under the provisions of Section VI. of the new Bill to enforce the fulfilment of indigo contracts.

Complainant, sworn on the 6th instant, deposes that as he was on his way to the Ranjparah Haut at about 3 p. m. on the day previous, he saw the undermentioned villagers of Beerpore (who have taken advances to sow indigo and have actually sown indigo), ploughing up a field of indigo with seven ploughs; the field was Kalla Moolook Chand Sheikh's, and the men ploughing were the said Kalla Moolook Chand Sheikh, Teencowrie Ghorami, Nocolee Sheikh, Jugroo Sheikh, Kabil Sheik, Mehar Alli Sheik, Kamal Mundul, Nondo Das, and Deeno Ghose, the latter was merely standing with a latee in his hand. Complainant forbad them to break up the indigo, they were about (or attempted) to beat him. They broke up about two beegahs of plant.

Immediately on taking complainant's deposition I directed the issue of summons on the defendants, and immediately proceeded in person to the spot.

I found on examination of the field, which had been ploughed up, shoots of young grown indigo plant, and from the slender size of the shoots, I have no doubt whatever the plant was of October sowing, and not old stumps of last year with new leaves, as alleged by Moolook Chand and others in his behalf. Some old stumps of last year, with new leaves on them, were plucked up by the ryots from an adjoining pott field, and handed to me, but on comparing these stumps with the young plant growing on the ploughed field, which I had myself plucked up, and which had been taken up for me, it was clear to me beyond doubt, that young growing plant had been ploughed up, and equally clear that the indigo growing on the potit field was of last year's sowing (*i. e.* old stumps with new leaves).

A north-wester coming on, prevented me making a more minute examination, but I am perfectly satisfied that young growing indigo plant was ploughed up.

On the following day (the 7th instant), complainant was subjected to a severe cross-examination in the presence of the seven defendants present. On being confronted with defendants he at once identified them. Complainant swears Moolook Chand took an advance from the factory, also sixteen seers of indigo seed, agreeing to sow four beegahs of land, and that the indigo in question which has been ploughed up, was sown by Moolook Chand himself in the end of Assin or beginning of the month of Kartick last.

Witness No. 1, Modoo Raj, burkundaz, examined on the 7th in the presence of the accused? deposes in chief to the same effect as complainant in his examination in chief. He also proves the taking of the advance and of the seed by Moolook Chand, and the sowing of the seed by Moolook Chand.

Witness No. 2, Chamroo Boonwa, deposes to the like effect in chief. He also saw Moolook Chand taking indigo seed from the factory.

Witness No. 3, Giridhur Boonwa, deposes to the same effect in chief. He saw indigo plant growing on the field, but did not see Moolook Chand take an advance or seed.

Complainant files Moolook Chand's written agreement to sow four beegahs of indigo. It appears from this document, which is on a two annas stamp paper, that Moolook Chand took an advance in cash of two rupees; that the former balance against him was *Rs.* 10. 1. 3., and that he became also liable for the two annas, the value of the stamp, in all *Rs.* 12. 3. 3. The agreement bears date the 25th September, or 10th Assin last, and by a clause in the agreement Moolook Chand agrees to sow indigo for five years.

The defendant Moolook Chand denies that any indigo was sown in the field in question this year. He alleges he cultivated sugar-cane in the field formerly; that he cut and took the sugar-cane in the month of Falgoen of last year, that in the end of the month of Bysack, or in the beginning of the month of Jeyth, the factory people chittaowed indigo seed by force in the land; that the indigo crop, however, was not a good one; that some large plant was cut and taken, and the small plant was allowed to remain; that he ploughed the land in Kartick, sowed and raised a crop of rye and sursoo; that he again ploughed the land about twenty days before in order to sow dhan. He denies having ploughed up and destroyed any plant of this year, that two or three of the old plants may have remained standing in the field; that what indigo he has sown this year he has carefully prepared, and so on. He denies having taken an advance or any seed. His lands were sown by force by the factory people. He states he preferred a general complaint with others against the oppressions of the planter both at Kishnaghur and at Calcutta, but did not prefer any specific complaint. He denies having executed any agreement.

Hasroo Mundul, the first witness examined in support of Moolook Chand's defence, proves that sugar-cane was formerly cultivated on the land, and that he heard the factory people had forcibly sown indigo in the month of Bysack last, but that he does not know whether indigo or what crop was cultivated on the land, this year.

Baboo Mundul deposes to the like effect in chief.

Noyan Seikh ditto more in detail. He also deposes that in Assin last, Moolook Chand ploughed the land and sowed sursoo. Cannot say whether there was any indigo on the ground, when the sursoo was sown. Cannot say whether Moolook Chand sowed indigo this year. Did not see him take an advance. He calls Moolook Chand "Nana" (grandfather) and so on.

Dhonei Seikh to like effect with some variance. The indigo on the land only the old stalks. Calls Moolook Chand "Mamma" (uncle).

Jhoroo Mundul, deposes much to the same effect.

He does not know whether any indigo was sown this year or not and so on.

Hakeem Mundul to like effect calls Moolook Chand "Mammoo" (uncle).

Soojhan

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Soojhan Rai saw that the field had been ploughed this Cheyth. Saw sursoo in the field in Agraun, cannot say whether indigo was sown in the land in Assin or Kartick last. And so on.

The defendant Nondo Das pleads denial and alibi. He was at Shabatee, half a cos from Beerpore, at the time of the alleged outrage. He says the factory has been quarrelling with his village folks for the past six months, and that the factory people sowed six or seven beegahs of his land by force in the month of Kartick last.

The witness Hautkoora Mundul, Bolai Das and Jadoo Das support the alibi.

The defendant Nocolee Sheikh pleads denial.

He grazes cattle and is not a ploughman. He will not cultivate indigo; hence the complaint against him. His brother Meghai Mundul, who is one in food with him, has a khada and a half of land; the sahib wants his land for indigo.

The witness Lalmohun Seikh supports the defence; he also swears he met defendant on the Chatcoree mat at the time of alleged offence, and eat rice with defendant.

His other witness Pathari Sheikh does not know whether he broke up the indigo or not, but proves he grazes cattle and does not follow the plough.

8. The defendant Teencowrie Mundul pleads denial. He inquires why he should break up indigo in another man's field, when he has not done so to the indigo grown forcibly on his own lands, that he has four khadas of land, seven or eight beegahs of which have been forcibly sown in indigo; that there is now indigo plant on the whole seven or eight beegahs, and that he does not plough with his own hands.

His servant, the witness Jooran Sheikh, proves that he does not put his own hand to the plough, that his two brothers and two servants plough, and so on.

His other servant, Nocoo Sheikh, deposes to the like effect. He does not know whether Teencowrie broke up the indigo or not.

The defendant Kabil Mundul pleads denial. Knows nothing. He does not sow indigo, hence the complaint. He has three khadas of land, seven or eight kooras of which were sown by force in indigo in the month of Assin last. He is a Koyal.

His witnesses Nazir Sheikh, and Anundo Sheikh, prove he is the village Koyal, and that he is not a cultivator though he has land.

The defendant Joyroo Sheikh pleads denial; cannot say why he has been complained against. His "barce" is about 40 russees from Mocloock Sheikh's. Has one and a half khada of land and one plough, about ten cottahs of which have been forcibly sown down in indigo.

His witness, Badal Sheikh, does not know whether defendant broke up the sahib's indigo. The defendant is a brother-in-law of the witness, &c.

His other witness, Moodee Sheikh, says Joyroo is a peaceful man. They plough together, &c.

The defendant Meher Ali pleads denial and alibi. He has been complained against because he would not allow indigo to be sown by force. He is a servant of the widow of Hurrochunder Bose.

This witness Harran Sheikh proves he was ploughing in his company, but cannot remember the day of the month, or of the week. Cannot say whether defendant broke up the indigo or not. And so on.

His other witness Khoshall Sheikh is a fellow servant of defendant's. He deposes to the like effect, but remembers the day of the week, it was last Thursday. Cannot say whether defendant broke up indigo or not. And so on.

Upon careful consideration of the whole of the evidence recorded in this case and after local observation, I see no sufficient reason to doubt the bona fides of the complaint, with respect to one and all of the defendants. The villagers of Beerpore are all combined to sow no more indigo, and I see no reason to doubt make common cause against the factory.

I convict and sentence as detailed in columns 7 and 8, and hope the punishment awarded will teach the villagers of Beerpore a wholesome lesson, and act as a deterrent to others. Should it prove ineffectual, and another complaint of the same kind be proved against the villagers to my satisfaction, I will not hesitate to award the maximum amount of punishment allowed by the law.

L. Mackenzie,
Deputy Magistrate.

Camp Burra Andoolees,
10 April 1860.

The deputy magistrate appears to have gone most carefully into the case, and to have given every consideration to the evidence offered. The conclusion as to the guilt of the prisoners is undoubtedly correct, but the punishment appears too severe for the first case tried under a new law. It must be borne in mind that though the ryots were no doubt anxious to get rid of their obligation to the factory, yet till this new law was passed they were not criminally liable for the acts they have committed. It is not fair to say that because before the law was altered they, believing that they were allowed to do so, did destroy indigo, therefore their guilt is greater if they do so now, that such an act is declared a crime. A sentence of one month would have been sufficient to prevent a repetition of the offence in that village.

N.B.—In these cases it is to be observed that the law makes no mention of any contract. "Growing indigo" is to be protected. It does not matter in the least whose it is or why it was sown. The planter's assertion that he has an interest in it is sufficient to entitle him to prosecute, and now that the act is declared a crime malice may be inferred from the act itself.

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— No. 25. —

From the Secretary to the Government of Bengal to *F. Gouldsbury*, Esq., Commissioner of Rajshahye, dated 7 March 1860.

Sir,

I AM directed to inform you that the Lieutenant Governor has seen in the public prints, and also received private intimation of a very serious outrage, which is reported to have occurred at Alipore, near Aurungabad, in the district of Moorshedabad, on the 24th February. The circumstances connected with this case, as it has been represented, are, that certain ryots connected with the Ankoora and Kalapanee Factories, in consequence of the grievous oppression and extortion of the gomashta of one of these factories, attacked and pursued him into the factory, when they either beat him to death or left him very dangerously wounded.

It has also been reported that, in consequence of the excited state of the people, the assistant of the manager of these factories had to make his escape from the factory, in company with the members of his family, on foot.

As the above case appears to be one of a very serious and aggravated nature, involving the peace and security of an important subdivision of the Moorshedabad district, you will be so good as to report immediately what particulars have reached you regarding it, and what measures have been or are now being adopted in consequence. Should the circumstances of the case, as above detailed, be found to be generally correct, the Lieutenant Governor requests you to explain why you omitted to bring so serious a matter to his notice, in accordance with the tenor of the instructions issued on the abolition of the quarterly statements, that all important cases should be separately and immediately reported to Government.

From *F. Gouldsbury*, Esq., Commissioner of Circuit, Rajshahye Division, to the Officiating Secretary to the Government of Bengal (No. C.), dated Rajshahye, 11 March 1860.

Sir,

I HAVE the honour to acknowledge the receipt (this morning) of your letter (No. A.), dated the 7th instant, and in reply to state that no intimation of the serious outrage therein mentioned has reached this office. I have called upon the magistrate of Moorshedabad for an immediate report on the subject, and on receipt of his reply the result shall be communicated to you.

From *F. Gouldsbury*, Esq., Commissioner of Circuit, Rajshahye Division, to the Secretary to the Government of Bengal, Fort William (No. 489), dated Rajshahye, 19 March 1860.

Sir,

IN continuation of my letter (No. C.), of the 11th instant, I have the honour to forward a copy of one from the magistrate of Moorshedabad, reporting the particulars of the recent disturbances in the neighbourhood of the Ankoora and Kalapanee Factories in that district.

2. It will be seen that nothing more serious has occurred than the beating of the factory gomashta, whose oppressive conduct is said to have been the sole cause of the disturbance, and that the matter has since been amicably settled.

3. Adverting, however, to the excitement prevailing among the ryots in that part of the district, I have deemed it advisable, as a precautionary measure, to send over a detachment of the military police, to be at hand in case of their services being required.

From *W. Morris Beaufort*, Esq., Officiating Magistrate of Moorshedabad, to the Commissioner of the Rajshahye Division (No. 25), dated Berhampore, 15 March 1860.

Sir,

IN reply to your letter (No. B.), of the 11th instant, I have the honour to inform you, that on the 24th ultimo a report was received from the darogah of Shumsheergunge,

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Shumsheergunge, that the chowkeedar of Mumrezpore had given information that the manager of the factory at Ankoorah had surrounded the village for the purpose of plundering it, and that the villagers had collected at Nutoonhat to the number of 3,000 to resist the attack. Two days afterwards (on the 26th) a further report was received from the darogah, who had in the meanwhile gone to the spot himself. He stated that he, together with the darogah of Sooty, arrived at Mohadebnugger, the scene of the disturbance, at night, and in the morning deputed the mohurrir to look for traces of the plunder referred to in his report of the previous day, and to prevent the ryots of Mumrezpore from committing any riot, and he himself proceeded to Shaukparah and its adjacent villages, where he found that the villagers had been collected in numbers at different places by beat of drum. He went to these several parties, explained to them the folly of what they were about to do, and the consequences likely to result from it; he cautioned them to desist from all breach of the peace, and at least to suspend all operations till the arrival of the hakim on the spot, when full justice would be done to their grievances, to which they acceded, though they refused to disperse. When reporting the above circumstances, the darogah received intimation from Ameerudeen, burkundaz of the Hazarparah Phawree, that Morad Biswas had come to the house of Shahas Mundle, of Mohadebnuggur, to concert plans for an attack upon the Kalapanee Factory, and the murder of the manager. Notice was immediately sent of the matter to Mr. Rice, with a request that he would at once quit the place, and the darogah succeeded in preventing the rioters, already advanced as far as Kalapanee and Protapgunge, from committing any disturbance on that day.

That the planters on the other hand were assembling armed men to attackt he ryots, and that he could not investigate the case of Taffazzal Hossen, gomashta, as the witnesses named in the plaintiff's deposition had all fled.

2. This information the officiating joint magistrate communicated to me in the interior of the district demi-officially, proposing to send the deputy magistrate, Baboo Sreesh Chunder Vidyarutna, to the spot. In reply I sanctioned the deputation of the deputy magistrate, and suggested that a very strong body of police should also be sent.

3. The deputy magistrate and the police reached the scene of action on the 29th idem, and found that the facts had been much exaggerated. The factory gomashta had indeed been beaten, but not so as in any way to endanger his life, and the people had dispersed. Mr. Rice, too, the assistant at Kalapanee Factory, had left it with his family on the advice of the police, as a precautionary measure, and had gone to another factory named Noorpoor. The disturbance appeared, as the deputy magistrate reports, to have been caused solely by the oppressive conduct of the factory gomashta, who was beaten; and though the rioters did go to Mr. Rice's factory, they went away again peaceably when they were told that he was not there.

4. As both the zemindaree and the factories belong to the same person, Mr. David Andrews, both parties very soon came to the determination that it would be best to make up their quarrel, and therefore when the officiating joint magistrate applied to me for my advice as to whether he should allow them to compromise the matter, I recommended him to comply with their wishes to avoid re-exciting or making permanent the bad feeling which had been raised, and because if they were determined to hush up the matter we should find no evidence upon which to prosecute.

5. With reference to no report of the affair having been sent to you, I have the honour to enclose a copy of the officiating joint magistrate's explanation of his having neglected to send to you information of the disturbance, and in extenuation of my own share in the neglect in not having myself seen that a proper report was submitted, I venture to state that I was in the interior of the district at the time when I received Mr. Alexander's report, which was merely the demi-official communication which I have before alluded to in para. 2.

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From *A. R. Young*, Esq., Secretary to the Government of Bengal, to the Commissioner of Rajshahye (No. 1271), dated 27 March 1860.

Sir,

No. C. dated 11th instant. No. 489, dated the 19th instant, with enclosures.

I AM directed to acknowledge the receipt of your letters, noted on the margin, regarding the disturbance in the Aurungabad subdivision, alluded to in Mr. Officiating Secretary Lushington's letter, No. A. dated the 7th instant, and in reply, to state, that from what he heard of this case at Alipore, in that subdivision, the Lieutenant Governor cannot bring himself to believe that the report now before him, which makes light of the case, is founded upon full and correct information of the facts.

2. I am to remark that from first to last the case appears to have been most weakly and improperly treated by the magistrate, and the Lieutenant Governor is of opinion that the virtual ignoring of this disturbance, which occurred last month, may have led to the further serious outbreaks which have taken place within the last few days.

3. The officiating joint magistrate, Mr. Alexander, who appears to have been entrusted with the police charge, seems to the Lieutenant Governor to be deserving of very severe censure for not having immediately reported the occurrence, and for not having proceeded on the instant to the spot. Very great blame also attaches to Mr. Beaufort, who, as the magistrate of the district, is in fact the officer to be held primarily responsible. You are requested to intimate to these officers the very unfavourable opinion which the Lieutenant Governor has formed of their conduct in this case.

4. The Lieutenant Governor now desires that a full inquiry may be made into the affair, and you are requested to place the investigation in the hands of Mr. Wood, who has been placed in temporary charge of the Aurungabad subdivision, and to whom orders on the subject have this day been issued direct.

5. It must be ascertained what numbers were engaged in the affair; what temper they showed; whether it is true that the factory gomashtah was left for dead; what exactly were the injuries which he received; what were the particular acts of oppression which, as is now at last reported, induced the villagers to make this attack upon him, and how long such oppression had been practised: what the owner or manager of the factory had done to check, encourage, or instigate such oppression; and in whose interest and for whose profit such acts were committed.

6. The stories current and credited, of oppression in the quarter in question, are such, that if those connected with the factory are not culpable, inquiry is due to them; and if they are, it is due to the public that criminal proceedings should be instituted against the guilty parties.

From *A. R. Young*, Esq., Secretary to the Government of Bengal, *to Browne Wood*, Esq., Assistant Commissioner, Sonthal Pergunnahs, in temporary charge of the Subdivision of Aurungabad, Moorshedabad (No. 1272), dated 27 March 1860.

Sir,

To Commissioner Rajshahye, No. A, dated 7th instant. From ditto, No. C, dated 11th instant. From ditto, No. 489, dated 19th inst. To ditto, No. , with enclosure of this day's date.

I AM directed to forward to you a copy of the correspondence noted on the margin, relative to a disturbance which occurred on the 24th ultimo in the neighbourhood of certain indigo factories in the Aurungabad sub-division, and to request that you will institute a full and searching investigation into the circumstances of the case, submitting a report of your proceedings for the Lieutenant Governor's consideration. As to the time suitable for commencing the inquiry, the Lieutenant Governor desires that you will exercise your discretion with reference to the state of feeling on the spot.

From *F. Gouldsbury*, Esq., Commissioner of Circuit, Rajshahye Division, to the Secretary to the Government of Bengal, Fort William (No. 573), dated Rajshahye, 9 April 1860.

Sir,

WITH reference to your letter, No. 1271, dated the 27th ultimo, I have the honour to forward for the Lieutenant Governor's consideration, a copy of the explanation

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explanation furnished by Mr. Beaufort regarding his conduct in the case therein alluded to. I think it is to be regretted that Mr. Alexander did not proceed to the scene of the disturbance in person, instead of sending the native deputy magistrate, who seems to have been rather hasty in admitting a compromise, without taking any material guarantees from the parties for the preservation of the peace.

3. The papers of the case have been made over to Mr. Wood, with extracts paras. 4 to 6 of your letter under acknowledgment, and on completion of his inquiries a full report shall be submitted. In the mean time, I purpose proceeding up the river to Aurungabad for a few days to see how matters are going on there; according to the last accounts received from Mr. Furrell, the ryots were leaving their villages.

From *W. Morris Beaufort*, Esq., Officiating Magistrate of Moorshedabad, to the Commissioner of the Rajshahye Division (No. 278), dated Berhampore, 4 April 1860.

Sir,

In reply to your letter, No. 10 Ct., of the 31st ultimo, I have the honour to inform you that all the papers regarding the attack upon Ankoorah Factory were forwarded by me many days ago to Mr. Assistant Farrell by whom they were of course made over to Mr. Wood when he received charge of the Aurungabad Subdivision.

2. I regret exceedingly to observe the severe censure which his Honor the Lieutenant Governor has passed upon my conduct, and as I am conscious of having acted throughout entirely for the best, I trust that I may be permitted to submit through you the following explanation of the proceedings which have drawn down upon me his Honor's displeasure.

3. When I received from Mr. Alexander, on the 27th of February, the first report of this outrage, I was away from the station on duty in the interior of the district. The only officers in the district were Mr. Alexander, Mr. Kean, and the deputy magistrate, Baboo Sreeshchunder Vidyarutna. The first was engaged in preparing for committal to the Supreme Court that heavy case of attack upon Mr. Vivian, attended with the murder of a chowkedar, in which eight privates in Her Majesty's 73d Foot were the prisoners. Had he not been so tied to the station I should undoubtedly have requested him to proceed at once to Ankoorah in person.

4. Mr. Kean was in charge of the current duties of the collectorate, and it was therefore impossible to send him.

5. Thus my only alternative was to request Mr. Alexander to depute the deputy magistrate with a very strong body of police.

6. On the return of Baboo Sreeshcunder Vidyarutna from the interior, he came to me in office and reported that the gomastah's injuries had been very much exaggerated; that everything had been composed again, and that as Mr. David Andrews was not only the proprietor of the factory but also the owner of the land, all parties had made up their minds to compromise the disturbance, and it was under this impression alone, that when Mr. Alexander wrote to request my advice as to whether he should admit the compromise or not, I recommended him to do so in order to avoid re-exciting any bad feeling which had existed between the parties, and because it is impossible to obtain evidence in the face of a determination to hush up any matter. I was in hopes, I may add, that the beating which the gomastah had received from the ryots, and which I have no doubt that he richly deserved, would deter him and his fellows from similar acts of oppression. It was not until I went to Soote myself on the 24th of last month, that is, exactly one month after the occurrence, and had an interview with Mr. Macleod, Mr. David Andrews, head manager of the Aurungabad concern, that I became aware that I had been entirely misled as to the feelings of both parties. I then found out that the compromise had been forced by the deputy magistrate; that Mr. Macleod was no party to it; and that it had been admitted without anything more than a verbal promise on the part of the ryots that there should be no more disturbances, and that they would continue to cultivate their lands as before. I regret exceedingly that I was thus misled, and that acting upon this misinformation, I advised Mr. Alexander, the joint magistrate, to confirm the compromise; my

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having done so was, I assure you, owing to no want of vigour in intention, but simply to my having been led to believe that the quarrel was entirely at an end.

I trust that his Honor the Lieutenant Governor will consider this explanation satisfactory, and exonerate me from all blame in the matter.

From *A. R. Young*, Esq., Secretary to the Government of Bengal, to the Commissioner of Rajshahye (No. 1766), dated 14 April 1860.

Sir,

I AM directed to acknowledge the receipt of your letter, No. 573, dated the 9th instant, and in reply to state that from Mr. Beaufort's letter of explanation therewith submitted, it appears to the Lieutenant Governor that both he and Mr. Alexander have been deceived in the matter of the Aurungabad disturbances; but he remains under the impression that if the magistrate had known as much as he ought to have known of what was going on in his district, and if he had had his police properly in hand, he could not have been so deceived.

2. Nothing is said of any proceedings in regard to the conduct of the deputy magistrate, Baboo Sreesh Chunder Vidyarutna, in this affair. This must not be passed over. I am to request, therefore, that his conduct may be inquired into and reported upon, as well as that of the police, in the course of Mr. Wood's investigation.

From *F. Gouldsbury*, Esq, Commissioner of the Rajshahye Division, to the Secretary to the Government of Bengal (No. 481), dated 18 March 1860.

Sir,

I HAVE the honour to forward, for the information of the Honourable the Lieutenant Governor, a copy of a report which I have just received from Moorshedabad, regarding a combination among the ryots of certain villages in the Shumsheergunge thannah, for the purpose of opposing any attempts to force them to sow indigo, together with a copy of the instructions which I have sent to the magistrate in consequence.

From *H. W. Alexander*, Esq., Officiating Joint Magistrate of Moorshedabad, to the Commissioner of the Rajshahye Division (No. 23), dated 14 March 1860.

Sir,

I HAVE the honour to state for your information that I have this day received intimation from the Shumsheergunge darogah, that the ryots of Kassimnuggur, Meertollah, Panchgachea, and 10 or 15 other villages, within the jurisdiction of the said thannah, have colluded together and assembled in numbers with the intention of opposing all attempts made to cause them to sow indigo. Mr. Lyon, superintendent of the Baniagram Factory (six miles from the Kalapanee Factory), is likewise said to have assembled as many of his subordinates as possible for the purpose, no doubt, of forcing the ryots to sow indigo.

2. Should he attempt to do so, in the present excited state of the villagers, a serious disturbance will inevitably take place between both parties.

3. Under these circumstances I have thought it expedient to write to him to warn him against any oppressive measures, which would infallibly tend not to quiet but to render much worse the present state of affairs.

4. I have further ordered the Mirzapore and Khamrah darogahs to proceed immediately to the spot, with as many burkundauzes as are available at their respective thannahs.

5. A similar order has likewise been sent to the mohurrir of Hazarpoora Pharree (distance one mile from the place of the disturbance), and he has likewise been called upon to state why he has up to this time given no intimation of this affair.

6. In conclusion, I would mention that I have every hope that this matter may be settled amicably, as Messrs. Macleod, Gordon, and Ridge, managers of Mr. David

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David Andrews' concern, are now stated to be at the Ancoora Factory for the express purpose of coming to a favourable understanding with the ryots of the adjacent villages, who were reported before this to have assembled in a similar manner, for a similar purpose, as in the present instance.

7. A further report will be submitted hereafter.

From *W. M. Beaufort*, Esq., Officiating Magistrate of Moorshedabad (No. 24), dated 15 March 1860.

FORWARDED to the Commissioner of Rajshahye, for his information.

From *F. Gouldsbury*, Esq., Commissioner of the Rajshahye Division, to the Officiating Magistrate of Moorshedabad (No. 480), dated 18 March 1860.

Sir,

I HAVE the honour to acknowledge the receipt of your office memorandum of the 15th instant, No. 24, forwarding copy of a letter to your address from the officiating joint magistrate of your district, under date the 14th idem, No. 23, reporting that certain villagers within the jurisdiction of thannah Shumsheergunge, have combined together and assembled for the purpose of opposing all attempts made to cause them to sow indigo, and that Mr. Lyon, the superintendent of the Baniagram Factory, is said to have assembled as many of his subordinates as possible, with the intention, it is supposed, of forcing the ryots to sow.

2. The measures taken by Mr. Alexander to prevent a serious disturbance taking place are approved of, but I should have preferred his proceeding in person to the spot, which you will be pleased to direct him to do, should the matter not have been settled amicably ere this reaches you: you will, of course, impress upon Mr. Alexander the necessity of his observing the strictest impartiality in his proceedings, which should be directed solely to maintaining the peace of the district; with which view, the ryots should be required to disperse and return peaceably to their homes, while any attempt on the part of Mr. Lyon, to force them to sow indigo, should be at once repressed.

3. You are requested to keep me duly informed of what is done in this matter.

From *A. R. Young*, Esq., Secretary to the Government of Bengal, to the Commissioner of Rajshahye (No. 1135), dated 23 March 1860.

Sir,

I AM directed to acknowledge the receipt of your letter No. 481, dated the 18th instant, with its enclosures, reporting a combination among the ryots of certain villages in the Shumsheergunge thannah, in Moorshedabad, for the purpose of opposing any attempts which might be made on the part of Mr. Lyon, the superintendent of the Baniagram Factory.

2. In reply, I am desired to inform you that the Lieutenant Governor approves of the instructions issued by you to the officiating magistrate, Mr. Beaufort, for the preservation of the peace. It is much to be hoped that both parties will come to an amicable settlement. The magistrate must, in any case, keep the peace, and prevent all riotous or menacing assemblages.

TELEGRAPH MESSAGE from the Assistant Commissioner of Rajmahal, to the Secretary to Government of Bengal (No. 3008), dated 21 March 1860.

MR. DOYLE of Nimtollah, bringing to my notice that ryots of Moorshedabad Division were sending inflammatory letters to ryots of this division, calling upon all not to cultivate indigo, threatening them with destruction of their houses and property if they did, also subscribing oaths to both Hindoos and Mussulmans, I proceeded to Nimtollah, succeeded in tracing and apprehending one of the chief conspirators, who, seeing proofs strong against him, admitted, yesterday, in his

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defence, that he had written one of the intercepted letters, and implicated others concerned in above conspiracy. I sent him off on my elephant to Rajmahal this morning; a large body of armed Moorshedabad ryots forcibly rescued the prisoner near Radhanuggur, in this division, and threatened to destroy Mr. Doyle's factory in consequence of the intimation he had given me; I have, therefore, despatched a small party of sepoys for that gentleman's protection. The whole country from Aurungabad to the boundary of this division are of one mind, and will not even allow those inclined to cultivate to do so. Ryots meet by beat of tom-tom, in very great numbers, both by day and night, as I have myself witnessed last night, and night before, and this morning. Mr. Lyon is threatened at Bunyagaon, the factory surrounded by highly excited ryots, and a fracas momentarily expected. Cuddumsar Factory, near Bunyagaon, said to have been looted. Gomastah, of Doobreebunna Factory, said to have been severely beaten, and Furteepore Factory, across the river, in Jellas Mullah, said to have been plundered of all factory papers. No magisterial authorities between Berhampore and my division, distance 70 miles; ryots, therefore, have it all their own way. Planters and their servants are confined to their houses, and, if energetic measures are not at once taken, the conspiracy will extend upwards towards Maldah district and this division; ryots put up by zemindars and their subordinates.

TELEGRAPH MESSAGE from the Assistant Commissioner, Sonthal Pergunnahs, Rajmahal, to the Secretary to the Government of Bengal, Calcutta (No. 3015), dated 21 March 1860.

JUST received intimation from Mr. Lyon, that he has been attacked by hosts of men, and still more are assembling. He entreats assistance; Bunyagoan is in the Moorshedabad Division, not mine. May I go with my remaining Goorkha sepoys, 20 in number?

TELEGRAPH MESSAGE from the Secretary to Government of Bengal, Calcutta, to the Telegraph Office, Rajmahal (No. 1158), dated 22 March 1860, 10-45 A. M.

PLEASE forward by express the following very urgent message to Mr. W. L. Robinson, the Deputy Commissioner of the Sonthal Pergunnahs, wherever he may be.—Message: Go with all possible expedition to Moorshedabad, where you have been appointed to officiate as Magistrate and Collector; make over charge of your present office to Mr. Yule, by letter.

TELEGRAPH MESSAGE from *A. R. Thompson*, Esq., Junior Secretary to the Government of Bengal, Calcutta, to *B. Wood*, Esq., Assistant Commissioner, Rajmahal (No. 1131), dated 22 March 1860, 12-20 P.M.

YOU are vested with powers of a magistrate in the district of Moorshedabad. Take charge at once of the Aurungabad subdivision. Take as many military police as you can get. Troops will be sent to you up the line of railway as fast as possible. Always put the date and hour of your telegrams.

TELEGRAPH MESSAGE from Calcutta, 22d March, noon, from the Secretary to the Government of Bengal, to Rampore Haut, to Mr. *Perry* or Mr. *Hampton*.

"PLEASE forward the following very urgent message by the express to Mr. W. M. Beaufort, the magistrate of Moorshedabad. Message: Proceed yourself at once to the disturbed part of your district east of the Bhagarutty, and call on the officer commanding at Berhampore for such troops as are necessary for the purpose of preventing any breach of the peace or restoring order. Mr. B. Wood has been put in charge of Aurungabad subdivision. Troops for that subdivision will be provided from Soorie. You and Mr. Alexander must yourselves look after the portion of the district on the east of the Bhagarutty."

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From *A. R. Thompson*, Esq., Junior Secretary to the Government of Bengal, to *F. Gouldsbury*, Esq., Commissioner of Rajshahye (No. 1086), dated Fort William, 22 March 1860.

Sir,

I AM directed by the Lieutenant Governor to request that, immediately on the receipt of this letter, you will proceed to Berhampore, and report your arrival there to this office.

From *F. Gouldsbury*, Esq., Commissioner of the Rajshahye Division, to the Secretary to the Government of Bengal, dated Berhampore, 27 March 1860.

Sir,

I HAVE the honour to report my arrival at this station, in conformity with the instructions communicated to me in the Junior Secretary's letter, which I received on Saturday last.

From *A. R. Young*, Esq., Secretary to the Government of Bengal, to the Traffic Manager, East India Railway, Howrah, dated 22 March 1860.

Sir,

I AM directed to request that you will be good enough to cause accommodation to be provided for taking about 250 men and two horses of the 3d Bengal Police Battalion from Raneegunge to Synteah, as soon as Lieutenant Adams, at Raneegunge, gives notice of the detachment being ready to start. A special train will be required.

From the Traffic Manager of the East India Railway Company, to the Secretary to the Government of Bengal (No. 136), dated Howrah Station, 22 March 1860.

Sir,

I HAVE to acknowledge your letter of the 22d instant. In reply, I beg to say I cannot make an arrangement for a special train on the vague notice given by you. The railway from Raneegunge to Synteah is two distinct lines; both a single and a special could not be run with safety without proper instructions from this office. If you can let me know when the police really require to be sent, there are two trains, one by day and the other by night, by which I can arrange it, and every exertion shall be used to meet your requirements.

From *A. R. Thompson*, Esq., Junior Secretary to the Government of Bengal, to Major *F. D. Atkinson*, Officiating Secretary to the Government of India Military Department (No. 1066), dated 22 March 1860.

Sir,

I AM directed by the Lieutenant Governor to request that with the permission of the honourable the President in Council, orders may at once issue for sending this evening two companies and an officer from the Alipore Regiment along the line of railway to Pulsa, a station on the line between Synthea and Rajmahal. The officer in command of the two companies may be directed to await the instructions of Mr. Browne Wood, the magistrate at that station.

From Major *F. D. Atkinson*, Officiating Secretary to the Government of India, Military Department, to the Deputy Quartermaster General of the Army (No. 1048), Council Chamber, Fort William, dated 22 March 1860.

Sir,

In transmitting to you the accompanying copy of a letter from the Junior Secretary to the Government of Bengal, No. 1066, dated 22d March 1860, requesting the despatch this evening of two companies and an officer from the Alipore Regiment along the line of railway to Pulsa, I am directed to state that if the party cannot be furnished from that regiment, it must be sent from Barrackpore.

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(No. 1049.)

Copy of the foregoing forwarded to the Secretary to the Government of Bengal, with reference to his Office letter No. 1066, dated 22d instant.

From *A. R. Thompson*, Esq., Junior Secretary to the Government of Bengal, to the Officiating Secretary to the Government of India, Military Department (No. 1133), dated 23 March 1860.

Sir,

I am directed to acknowledge the receipt of your docket No. 1049, of yesterday's date, relative to the despatch of two companies and an officer of the Alipore Regiment to Pulsa. As you have already been informed by my demi-official communication of yesterday's date, that the Lieutenant Governor did not on further consideration require this force, I have only to repeat that it will not be necessary to act upon my first letter.

Telegraph Message from the Assistant Commissioner, Rajmahal, to *A. R. Young*, Esq., Secretary to the Government of Bengal, Calcutta (No. 2172), dated 22 March 1860. 8-20 P.M.

I leave immediately for Bunyagaon. Furrell reached that place last night; he has apprehended and sent to this for safe custody one of the chief conspirators. Mr. Lyon was attacked yesterday by a very large concourse of people; he and his servants wounded seven of the assailants; two have since died, two more expected to die. I will remain with Furrell till further orders. Are the proceedings to be in English or the vernacular? Bukkarabad Factory papers destroyed night before last.

Telegraph Message from Calcutta, 23 March, 1-40 P.M., from Secretary to Government of Bengal, to Rajmahal, to Mr. *B. Wood*.

The Proceedings should be in the language usual in the subdivision. For the present, and until further orders, you will remain in charge of the subdivision of Aurungabad. Mr. Furrell will also have work enough. Report daily till all is quiet. Captain Pughe, of the 3d Police Battalion, with 400 or 500 of his men, were to start for Synthea or further, if possible, by rail yesterday, and will communicate with you. Keep him informed of your movements, and where you would wish him to proceed to.

Telegraph Message from the Assistant Commissioner, Camp Bunyagaon, *vid* Rajmahal, to Secretary to Government of Bengal, Calcutta (No. 2522), dated 24 March, 2-3 P.M.

Two of the ringleaders have been apprehended. Matters appear to be somewhat quietening down. Some ryots have returned to their indigo cultivation and others following. The magistrate of Maldah has arrived at Bhogwanpore Factory, and inquiring into the Bukkred Factory plunder. Affairs appear to be more quiet across the river. Beaufort has arrived at Soonee (Sooty?); hope to meet him to-morrow. He has 100 of 73d Regiment. Captain Pughe has 250 men coming our way. Mr. Furrell has sent him a message to say 100 men would be sufficient to guard this part of the country. We will post them at Dhoolian as the most centrical locality. I think 100 men will now be sufficient, as 100 of the 73d will be near at hand. It will be difficult to feed a large number of troops down here.

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281

From *A. R. Young*, Esq., Secretary to the Government of Bengal, dated the 24th March, to the Magistrate of

1. Rajshahye.
2. Beerbhoom.
3. Bancoorah.
4. Joint Magistrate of Raneegunge.
5. Deputy Commissioner S. P. at Godda.
6. Assistant Commissioner S. P. at Rajmahal.
7. ,, Nyn Doomka.
8. ,, Pakour.
9. Sub-Assistant Commissioner S. P. at Deoghur.
10. Magistrate of Midnapore.
11. ,, Hooghly.
12. ,, Burdwan.
13. Deputy Magistrate of Serampore.
14. Jehanabad.
15. Magistrate of Nuddeah.
16. ,, 24 Pergunnahs.

Sir,

I AM directed by the Lieutenant Governor to request that you will take immediate steps for having all guards that have hitherto been supplied to your station from the * Bengal Police Battalion, including those for the jail and treasury, immediately replaced by burkundauzes, if they have not already been so replaced, reporting that you have done so to the Inspector of Police Battalions in Bengal.

* Enter in No. 1 2d.
Ditto ,, 2 to 9 3d.
Ditto ,, 10 to 14 4th.
Ditto ,, 15 to 16 6th.

2. Should you not be able to obtain the services of burkundauzes on the old rate of pay, you are hereby authorised to engage them at higher rates, not exceeding six rupees each per month. The guards of the military police, when relieved by burkundauzes, will become available to you for general service.

From *A. R. Young*, Esq., Secretary to the Government of Bengal, to the Inspector of Military Police Battalions in Bengal (No. 1183), dated the 24th March 1860.

Sir,

I AM directed by the Lieutenant Governor to inform you that orders have been issued to the magistrates at the several stations, which have been supplied with guards from the 2d, 3d, 4th, and 6th Bengal Police Battalions, to have all those guards immediately replaced by Burkundauzes, reporting the same to you.

2. You are requested to order the guards in the several districts noted in the margin to join their head quarters. Those in Nuddea will be at the disposal of the magistrate for general service.

Chuprah,	Nyadoomka,	Hooghly,
Mozufferpore,	Deoghur,	Serampore,
Beerbhoom,	Godda,	Jehanabad,
Bancoorah,	Pakour,	Burdwan,
Raneegunge,	24 Pergns.,	Rajshahye,
Rajmahal,	Midnapore,	Calcutta.

3. The guards at Chuprah and Mozufferpore should be relieved by detachments of the Seikh Battalion, who should be transferred.

TELEGRAPH MESSAGE from *C. J. Hampton*, Esq., Rampore Haut, to *A. R. Young*, Esq., Secretary to the Government of Bengal, Calcutta (No. 144), dated the 24th March 1860.

THE following just received from Mr. Beaufort, in reply to your telegram to him:—"I am off at once with 100 of the 73d Goorkhas to Aurungabad. I sent off 40 men of the Police Battalion, whom the Commissioner had sent over here at my request. Mr. Furrell took charge of the sub-division on the 21st, and has already gone to the spot. The only news I have at present is a reported attack on the Baniagram factory, which was defended, and on the Backarabad factory, in the Maldah district."

(No. 1244.)

COPY forwarded for the information of the Government of India, in the Home Department.

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From *A. R. Young*, Esq., Secretary to the Government of Bengal, to *W. M. Beaufort*, Esq., Magistrate of Moorshedabad, Aurungabad (No. 1208), Fort William, dated the 26th March 1860.

Sir,

With reference to your telegram, without date, received *vid* Rampore Haut, I am directed to observe that, in the message sent to you on the 22d instant, you were informed that troops for the sub-division of Aurungabad would be provided from Sooric. It was, therefore, unnecessary to take other troops there. You were instructed also to attend to the part of your district to the east of the Bhaugerutty, and you were informed that Mr. B. Wood would have charge of the sub-division of Aurungabad. If, however, there is no appearance of disturbance in the eastern part of your district, you were right, the Lieutenant Governor observes, to go to Aurungabad, but otherwise it will probably be right for you to return to the east of the Bhaugerutty, leaving Mr. B. Wood for the present in charge of the sub-division, with Mr. Furrell to assist him.

2. If, as is probable, there are more men now in the Aurungabad sub-division than are required, some of them should be sent over to the Maldah side, to be at the disposal of the magistrate of that district, in dealing with the disturbances which are reported to have broken out there.

Telegraph Message from *A. R. Young*, Esq., Secretary to the Government of Bengal, to Mr. *W. Hampton*, Rampore Haut (No. 231), dated 25th March 1860.

Please forward the following message to Mr. Beaufort, wherever he may be:—

"If you have more men in Aurungabad than are wanted, send some over to the Maldah side to be at the disposal of magistrate; send back the detachment of 73d Goorkhas, if they are not required.

"Mr. Wood's message of the 24th has been received. He will remain in charge of the sub-division for the present."

Telegraph Message from the Assistant Commissioner of Rajmahal to the Secretary to the Government of Bengal (No. 2700), dated Camp Bunyagaon, *vid* Rajmahal, the 25th March 1860, 10 P. M.

Sunday: only news to-day is from Mr. Hedger, of Turtepoor, Maldah Division. His factory papers have not been plundered. He writes 24th instant. There is an uneasy feeling in lot Ranee Hattee, which runs along side of one for eight or nine miles; and I am told the Myut duffadar has written to the head mundel in lot Enaitolla Chokey, that unless his people join the league they will not be allowed to eat or smoke or intermarry with Heennyut's people. A lot of ryots bedakhilled Mr. Foggo's peons two days since. Ranee Hattee ryots have combined to sow indigo for McArthur's new factory of Simultola. If they break out now, and again they must, I don't see what is to save this concern. A hundred sepoys from Rampore Beaulia, which is about 35 miles from Ranee Hattee and Simultola, would tend to quiet the country much. Mr. Spankie is inquiring into Bukkrabad factory plunder case, and is 25 miles distant from Ranee Hattee.

Telegraph Message from Captain *Pughe*, Pulsa, to Major *Plowden*, Private Secretary to Lieutenant Governor, Calcutta (No. 157); Packour, 25th March 1860.

Arrived here this morning. The Junghipore magistrate reports everything quiet on both sides the river. I shall send him a detachment, chiefly for the purpose of showing themselves. I remain here with the main body until I receive orders from Calcutta. I have halted the men who were on the way up to join me. More by post.

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(No. 1245.)

Copy forwarded for the information of the Government of India in the Home Department.

Telegraph Message from Alipore, 26 March, 1. 40 P.M., from the Secretary to the Government of Bengal, to Puckour, *viâ* Pulsa, to Captain *Pughe*.

You must leave at least one European, and one good native officer, and 100 men in the Junghypore sub-division, to be at the disposal of Mr. Wood. If troops are required in Maldah, you must send a detachment there or go yourself, as circumstances may require.

From *A. R. Young*, Esq., Secretary to the Government of Bengal, to the Magistrate of Moorshedabad (No. 1204), dated Fort William, the 26th March 1860.

Sir,

Although it is known to the Lieutenant Governor that serious disturbances broke out in the Aurungabad division of your district on the 21st instant, and accounts of these disturbances are published in the Calcutta newspapers of last evening, no intimation of what has happened has been received from you up to the present time.

2. The Lieutenant Governor cannot but regard this silence on your part as highly reprehensible, as it shows either that you had no knowledge of these serious occurrences within your own jurisdiction, or knowing them, failed to report them at once to Government, as it was your duty to have done. I am directed to express the dissatisfaction of the Lieutenant Governor with your conduct on this matter, and to warn you against similar negligence in future.

From *A. R. Young*, Esq., Secretary to the Government of Bengal, to the Commissioner of the Rajshahye Division (No. 1206), dated Fort William, the 26th March 1860.

Sir,

I am directed to forward to you a copy of letters this day addressed to the magistrates of Moorshedabad and Maldah respectively, and I am to request that you will instruct all the magistrates under you to report direct and immediately, however concisely, for the information of the Lieutenant Governor, every case of serious disturbance that occurs in their districts.

From the Joint Magistrate of Berhampore, per E. I. Railway Telegraph, to *A. R. Young*, Esq., to the Secretary, Government of Bengal, Calcutta, (No. 146), dated 25th March 1860.

Sir,

Mr. Lyon's factory at Baniagram attacked between 6 and 7 A.M. of 21st, by large body of ryots.

Two ryots killed, others wounded. "Pioneer" arrived off the place at the time; sent assistance.

Ryots then dispersed.

Murod Biswas, instigator of this, seized, and now on way to Berhampore. Impioneer at 11 A.M. of 22d.

All reported quiet at Baniagram, Dhullian, and surrounding villages. Full particulars are coming by letter.

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From *A. R. Young*, Esq., Secretary to the Government of Bengal, to the Joint Magistrate of Berhampore (No. 1258), dated the 27th March 1860.

Sir,

With reference to your telegraph messnage reporting that Mr. Lyon's factory at Baniagram had been attacked, and two ryots killed and others wounded, I am directed to point out to you that you have not dated the message. Neither was it, nor your demi-official letter on the same subject, received till after the Lieutenant Governor had seen an account of the affair in the newspapers.

From *H. W. Alexander*, Esq., Officiating Joint Magistrate of Moorshedabad, to *A. R. Young*, Esq., Secretary to the Government of Bengal, Fort William, (No. 247), dated Berhampore, the 29th March 1860.

Sir,

With reference to your letter, No. 1258, of the 27th instant, I have the honour to state in reply that the telegraphic message I sent was despatched on the 25th instant from Synthea; my demi-official letter was written on the 24th, the date being accidentally omitted by me. Notice of the attack on Mr. Lyon's factory at Baniagram was received from Mr. Furrell, assistant magistrate, at Jungipoor, on the 23d instant.

From *W. M. Beaufort*, Esq., Officiating Magistrate of Moorshedabad, to the Secretary to the Government of Bengal, Fort William (No. 242), dated Berhampore, the 29th March 1860.

Sir,

In reply to your letter, No. 1204, of the 26th instant, conveying to me his Honour the Lieutenant Governor's displeasure at my negligence in not having reported at once the occurrence of so serious an outbreak as the attack on the indigo factory at Baniagram, I have the honour to state that as I was on the point of stepping into my palkee at 4 P.M. on Friday the 23d instant to proceed to the scene of disturbance, in obedience to your order, received by telegraph that morning, the officiating joint magistrate, Mr. Alexander, sent to me Mr. Furrell's demi-official letter, reporting the outrage, which had just arrived. I at once, on the back of Mr. Alexander's note, wrote to him in pencil requesting him to send to you Mr. Furrell's letter in original, and also by telegraph an abstract of its contents.

2. I have now the honour to enclose a copy of a letter which I addressed to Mr Alexander, and of his reply, explaining why my instructions were not carried out, and you were left so long in ignorance of the particulars of the riot. And the accompanying electric telegraph department receipt will show you when the message which Mr. Alexander eventually sent to Synthea was received there.

3. I hope that his Honour the Lieutenant Governor, from whose censure I am very anxious to clear myself, will consider this explanation satisfactory, and will absolve me from all blame in the matter.

From *W. M. Beaufort*, Esq., Officiating Magistrate of Moorshedabad, to *H. W. Alexander*, Esq., Officiating Joint Magistrate of Moorshedabad (No. 238), dated Berhampore, the 28th March 1860.

Sir,

With reference to the accompanying letter from the Under Secretary to the Government of Bengal, may I request the favour of your explaining why Mr. Furrell's report, which I sent to you for transmission to Government on the 23d instant, when I was on the point of getting into my palkee to proceed to the disturbed district, was not forwarded at once to the Secretary to the Government of Bengal for the Lieutenant Governor's information?

2. May

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2. May I request that you will reply to this letter at once, as I am exceedingly anxious to clear myself, as soon as I can, from the imputation of "highly reprehensible negligence"?

From *H. W. Alexander*, Esq., Officiating Joint Magistrate of Moorshedabad, to *W. M. Beaufort*, Esq., Officiating Magistrate of Moorshedabad (No. 239), dated Berhampore, the 28th March 1860.

Sir,

In reply to your letter, No. 238, of this date, I beg to state that having read Mr. Furrell's letter on the 23d instant, I sent it on to you, explaining my reasons for so doing; it was returned from you, but the chaprassee who brought it never told me that a letter written by you, conveying certain instructions to me, was inside the said envelope. I therefore thought that you had given all necessary orders concerning the report made by Mr. Furrell of the disturbance at Baniagram. The next morning, the 24th, by the merest chance, Mr. Pigou, the judge, called at my house and asked me if I had heard anything further concerning the rumours of disturbances in the north of the district. I handed him Mr. Furrell's letter, and then for the first time discovered inside the envelope your instructions to me concerning Mr. Furrell's letter, written on my note to you of the previous day. I immediately despatched a telegram by a chaprassee of mine to Synthea to Mr. A. Young, together with Mr. Furrell's letter, and two others subsequently received from him, reporting all quiet at Baniagram. The said telegraphic message, from the enclosed receipt, it will be seen was despatched on the 25th instant. I regret extremely that this delay should have occurred in transmitting Mr. Furrell's letter to Calcutta, but I beg to assure you that until I placed the said letter in the hands of Mr. Pigou on the morning of the 24th, I was totally unaware that you had given me any orders to carry out in the said letter. I trust this explanation may exonerate me from any supposed wilful negligence in carrying out your orders.

From *A. R. Young*, Esq., Secretary to the Government of Bengal, to the Officiating Magistrate of Moorshedabad (No. 1447), dated the 2d April 1860.

Sir,

I am directed to acknowledge the receipt of your letter, No. 242, of the 29th ultimo, reporting the circumstances under which you hope to be exonerated from the blame imputed to you in orders dated the 26th ultimo, for not having brought to notice the serious disturbances which occurred in connexion with certain indigo factories in your district, and to inform you in reply, that the Lieutenant Governor considers your explanation to be entirely satisfactory.

From *F. Gouldsbury*, Esq., Commissioner of Circuit, Rajshahye Division, to the Secretary to the Government of Bengal, Fort William (No. 1 Ct.), dated Berhampore, the 28th March 1860.

Sir,

I have the honour to report, for the information of the Lieutenant Governor, that I have just had a conference with Mr. Beaufort, who has returned from the scene of the late disturbances, and has informed me that he left everything perfectly quiet, and likely to remain so, as long as the sub-divisional authorities are out, and there is a force at hand to do their bidding.

2. As Mr. Beaufort has kept the Government regularly informed of his proceedings, it is unnecessary for me to recapitulate them. It may suffice to remark that both he and Mr. Furrell have acted with promptness and energy, and done all that lay in their power to put down the disturbances and prevent the infection spreading further, as was at one time feared.

3. I am glad to learn from Mr. Beaufort that Mr. Spankie had proceeded to the disturbed part of his district, and was taking proper measures for the preservation of the peace in that quarter; no further apprehension need therefore be entertained, as far as the Moorshedabad and Maldah districts are concerned, while the detachments of the police battalion are kept there.

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4. Some of the leaders in the attack on Mr. Lyon's factory at Bunyagaon have been apprehended, and active measures being taken for the capture of the remainder, four of whom have, I am informed, gone to Rampore Bauleah, with the ostensible purpose of presenting a petition to my circuit.

5. As Mr. Beaufort's presence is required here as Collector, on account of the quarterly sales, I have authorised him to depute the officiating joint magistrate, Mr. Alexander, to watch this side of the Bhagiruttee, though this precaution seems scarcely necessary.

6. As there seems to be no necessity for my remaining here beyond the present week, I purpose returning to Bauleah on Saturday evening, to admit of my presiding at the examination of the assistants on Monday, the 2d proximo. I shall, besides, be in a more central position as regards the four indigo districts* there than I should be by remaining at this station, where communication with three of them would be delayed.

* Moorshedabad, Maldah, Rajshahye, Pubnah.

7. Mr. Muspratt is doing well in Pubna, and I trust the arrangements made before I left Bauleah for preventing further disturbances in Rajshahye will have the desired effect.

8. A full report of the attack on Mr. Lyon's factory, in which four of the assailants appear to have lost their lives, shall be submitted on completion of the inquiry.

P. S.—I annex copies of two reports from the officiating joint magistrate of Moorshedabad, dated the 24th and 25th instant.

From *H. W. Alexander*, Esq., Officiating Joint Magistrate of Moorshedabad, to the Commissioner of the Rajshahye Division (No. 27), dated Berhampore, the 24th March 1860.

Sir,

In continuation of my letter, No. 23, of the 14th instant, I have the honour to report, for your information, that on the 22d instant Mr. Furrell, the assistant magistrate of Jungipore, reported from Bunyagaon that on the previous day, between 6 and 7 a.m., a large party of ryots, armed with spears and tulwars, &c., had attacked the factory belonging to Mr. Lyon, with the intention of plundering it and murdering the proprietor.

2. Mr. Lyon had only with him at the time some few burkundazes, and as matters were very serious indeed, he fired upon the mob. One ryot was killed on the spot, six wounded, one of whom has subsequently died. At the same time, the "Pioneer" very providentially arrived opposite the factory, and on intimation being given to those on board, a party came to the rescue of the inmates of the factory, and the ryots on this ultimately dispersed. Mr. Furrell reports it as a notorious fact, and further corroborated by the confession of one of the wounded men, that one Morad Biswas had been for three days previously inciting the ryots of the surrounding villages to commit these open and unlawful acts of violence. The said individual has been since apprehended, and is now on his way to Berhampore on board the "Pioneer." Of his arrival I will duly inform you. It appears this attack was totally unprovoked, and Mr. Lyon seems to have acted purely on the defensive; in fact, had it not been for the timely arrival of the "Pioneer," there is no doubt that the ryots would have murdered those of the factory people who fell into their hands.

3. Mr. Furrell further mentions that a large party of ryots are said to have attacked the Buckrabad factory, in the Maldah district, and to have entirely plundered and otherwise destroyed it, and that the said band, it was rumoured, intended recrossing the river to attack Urmooree in the same way. Subsequently, letters received from Mr. Furrell to-day show that matters have since quieted down at Bunyagaon Dhullian and the surrounding neighbourhood. I have forwarded Mr. Furrell's letters, in original, to the Secretary to the Government of Bengal, at the request of Mr. Beaufort, who started yesterday for Aurungabad. Should any further information respecting these affairs arrive, I will immediately acquaint you with the same.

4. A party of the police battalion, consisting of 40 men, went yesterday morning to the scene of these disturbances, and I issued orders to several darogahs to

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to send as many burkundazes as could be spared to Bunyagaon. A detachment, moreover, of the 73d Native Infantry, under command of a European officer, proceeded yesterday to the spot, in accordance with a telegraphed order received yesterday from the Secretary to the Government of Bengal.

From *H. W. Alexander*, Esq., Officiating Joint Magistrate of Moorshedabad, to the Commissioner of the Rajshahye Division (No. 28), dated Berhampore, the 25th March 1860.

Sir,

I HAVE the honour to inform you, that, from a letter received to-day from Mr. Furrell, dated the 23d instant, 1 p.m., it seems that since the arrest of Morad Biswas, mentioned in my letter, No. 27, of yesterday's date, matters have entirely quieted on this side the Ganges; no assemblies of ryots are now to be found.

2. A small force of military police stationed in the immediate neighbourhood, Mr. Furrell says, will prove quite sufficient for the maintenance of the peace.

From *A. R. Young*, Esq., Secretary to the Government of Bengal, to the Commissioner of Rajshahye (No. 1365), dated the 30th March 1860.

Sir,

I AM directed to acknowledge the receipt of your letter, No. 1 Ct., dated the 28th instant, and, in reply, to inform you that the Lieutenant Governor approves of your proposal to leave Berhampore for Rampore Beauleah in time to be present at the examination of assistants on the 2d proximo.

2. The Lieutenant Governor anxiously awaits the report promised in the 8th para. of your letter regarding the serious affair of the attack upon Mr. Lyon's factory. It is satisfactory to him to find that several of the ringleaders in such an attack as appears to have been made on Mr. Lyon are already in custody, and he has no doubt that every exertion is being made to apprehend the remainder. Such an outrage as is reported to have been committed on this occasion must be most severely and promptly punished, whatever caused it. The Lieutenant Governor desires that you will place the investigation of this case, and of all others now pending, or which may arise in the Aurungabad sub-division, in the hands of Mr. B. Wood, who is now in charge of the sub-division.

3. But it is necessary also to ascertain the reasons which actuate so large a number of the usually peaceable inhabitants of Bengal to make such a violent and murderous attack as is represented to have been made upon this particular factory.

4. In such cases, until the affair is thoroughly investigated, there must always be a suspicion that violence so extraordinary was resorted to, either as a means of defence against some threatened injury of an intolerable nature, or in revenge for some such injury, which, in the belief of the persons concerned, could not be prevented, or punished, or remedied by the law, as practically administered.

5. It is, therefore, specially incumbent on the magisterial officers of a district in which such an outrage has occurred to probe the affair to the bottom, and this must be done not only for the vindication of character, where the outrage has been unprovoked, and for the prosecution of all leading offenders against the law, on the one side as well as on the other, where it has been provoked, but also for the purpose of ascertaining how far the legal system in force, or its administration by the local officers, may be fairly held responsible for the breach of the peace that has occurred. The Lieutenant Governor desires that the attention of the district officers may be specially directed to these remarks.

TELEGRAPH MESSAGE from the Assistant Commissioner, Camp Bunyagaon, 9 p.m., *viâ* Rajmahal, 4.30 p.m., to the Secretary to Government of Bengal (No. 2390), dated 27th March 1859.

CAPTAIN PUGHE arrived at Dhoolian, six miles south of this, to-day. Mr. Furrell has gone down there to arrange for russut, shelter, &c. Adjutant Cologan arrived here yesterday with 80 men, and will stay here for the present.

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Mr. Spankie has asked for troops from Rampore Bauleah. Captain Pughe will probably send some men from Dhoolian. Matter appears quiet. Four has gone down to Rampore Bauleah to petition Commissioner. Intimation of same has been sent both to Commissioner and magistrate, and to apprehend them. Hear from Beaufort that Commissioner had arrived at Berhampore. Inquiry into late outrage progressing, and will proceed to Dowliah in a couple of days.

From *F. Gouldsbury*, Esq., Commissioner of Circuit, Rajshahye Division, to the Secretary to the Government of Bengal, Fort William (No. 8 Ct.), dated Rajshahye, the 30th March 1860.

Sir,

In continuation of my letter, No. 1 Ct., dated the 28th instant, I have the honour to subjoin the following extract of a communication which I have just received from Mr. Furrell, dated Camp Dhullian, 6 p.m., of the 28th instant, for the Lieutenant Governor's information.

2. "All is perfectly quiet throughout the sub-division, and I hear no further disturbances on the Maldah side of the river. I joined Captain Pughe at this place yesterday, Mr. Wood continuing the investigation at Bunyagaon. A detachment of 25 men of the 3d Bengal police battalion was sent across to Buckrabad yesterday afternoon, at the request of Mr. Spankie, and at the same time, 20 men were despatched to Urmaree to protect the factory at that place. About 40 of the military police have been left with Mr. Wood, at Bunyagaon, and we have 150 here."

3. Mr. Furrell adds that the number of troops in the sub-division is, in his opinion, amply sufficient for the preservation of the peace; indeed, he anticipates no further disturbance, and believes that "should those ringleaders who went to Rampore Bauleah be opportunely arrested, the ryots will begin cultivating as usual."

4. The arrest of Lalchand Shah and Ruttun Mundul (two of the ringleaders in the attack on Mr. Lyon's factory, who came to my Court to present a petition), has already been communicated to you demi-officially, and will, it is hoped, have the effect anticipated by Mr. Furrell.

5. Captain Pughe, from whom I have also heard, corroborates Mr. Furrell's report as to the quiet prevailing in the neighbourhood of Dhullian, which appears to have been the centre of the disaffection.

6. I have requested Mr. Beaufort to send back the detachment of 60 men which were supplied from the 2d police battalion at Bauleah, at his requisition, as their services may be required in the Rajshahye or Pubnah districts, and they can be replaced here by a detachment from Captain Pughe's corps, if necessary.

(No. 1415.)

Copy forwarded for the information of the Government of India, in the Home Department.

From Captain *Pughe*, Pulsa, per E. I. Railway Telegraph, to the Secretary to the Government of Bengal, Calcutta (No. 168), Camp Dhullian, 28th March 1860.

Sir,

I sent off a party to Maldah last night. I am here with the magistrate, Mr. Furrell, in the centre of the disaffected district; everything is quiet. Parties are posted at every point where there is the slightest chance of a disturbance.

The number of men at my disposal is ample; from all we can hear all is quiet on the other side of the Ganges.

(No. 1319.)

Copy forwarded for the information of the Government of India, Home Department.

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From Captain *Pughe*, Pulsa, per East India Railway Telegraph, to the Secretary to the Government of Bengal, Calcutta (No. 169), Camp Dhullian, dated 28th March 1860.

Sir,

PLOWDEN mentioned that a telegram has been sent to me about Maldah; I have not received it. The party mentioned in mine of this morning was sent at the request of the magistrate, and was a small one. In case more men are requested, I will despatch another party to-night, but we have heard nothing here of any disturbances, although we are on the opposite bank of the river.

(No. 1318.)

COPY forwarded for the information of the Government of India, in the Home Department.

From Captain *Pughe*, per East India Railway Telegraph, to the Secretary to the Government of Bengal, Calcutta (No. 177), Camp Dhullian, dated 29th March 1860.

Sir,

I HAVE this morning heard from my detachment on the other side of the Ganges.

All quiet in Maldah; the same here; but there appears to be an uneasiness among the ryots, and many have sent away their families. I have strong parties moving about the district in four different directions. It has a very good effect, and I do not anticipate any disturbance.

(No. 1375.)

COPY forwarded for the information of the Government of India in the Home Department.

TELEGRAPH MESSAGE from Officiating Deputy Commissioner Bunyagaon, *viâ* Rajmahal, to the Secretary to the Government of Bengal (No. 3081), dated 29th March 1860, 10. 20. a.m.

Sir,

No extra news: all quiet: inquiry progressing.

(No. 1340.)

COPY forwarded for the information of the Government of India, Home Department.

TELEGRAPH MESSAGE from Officiating Deputy Commissioner, Bunygaon, *viâ* Rajmahal, to the Secretary to the Government of Bengal, Calcutta (No. 3394), dated 30 March 1860, 2. 15. p.m.

Sir,

LALLCHUND SAO and Ruttun Mundul, two of the chief conspirators, apprehended at Berhampore. All quiet here and across the Ganges.

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TELEGRAPH MESSAGE from Captain *Pughe*, Bunyagaon, *viâ* Rajmahal, to the Secretary to the Government of Bengal (No. 3334), dated 30th March 1860, 8. 15. p. m.

I HAVE directed the detachment of the Behar Light Horse to move down here from Rajmahal, should they not have received orders to the contrary. They will be very useful; Mr. Wood agrees with me in thinking so.

From *A. R. Young*, Esq., Secretary to the Government of Bengal, to Captain *J. R. Pughe*, Commanding 3d Bengal Police Battalion (No. 1392), dated 31st March 1860.

Sir,

I AM directed to acknowledge the receipt of your telegram of yesterday's date, intimating that you have directed the two troops of the Behar Light Horse at Rajmahal to move down to Bunyagaon, and in reply to inform you that the Lieutenant Governor approves of the arrangement. It will probably be expedient to divide the two troops hereafter.

TELEGRAPH MESSAGE from Captain *Pughe*, Dullian *viâ* Rajmahal, to Secretary to the Government of Bengal, Calcutta, dated 3d April 1860.

Sir,

CAMP Dhullian, the 2d April.—Cavalry arrived this morning; 150 sabres. I shall keep 40 here, send 18 to Maldah, 40 to Beauleah, and remainder to Moorshedabad. All quiet.

(No. 1549.)

COPY forwarded for the information of the Government of India, in the Home Department.

From Lieutenant *G. J. Reeves*, Commanding 2d Bengal Police Battalion to Major *T. Rattray*, Inspector Military Police Battalions, Lower Provinces, (No. 209), dated Rampore Beauliah, 3d April 1860.

Sir,

I HAVE the honour to report for your information that the detachment of 100 men under Lieutenant O'Connor, reached Maldah on the 30th ultimo, and that on the 1st instant, at the request of the magistrate, the former officer despatched a detachment of 25 men under a jemandar to Buckrabad.

4 Havildars.
4 Naicks.
80 Sepoys.

2. I have also to inform you that a detachment as per margin, under command of Sub-Lieutenant Issurree Sing, marched from this this morning for Pubnah, making a total number of 150 men exclusive of non-commissioned officers sent to that place. The sub-lieutenant will assume charge of the whole.

(No. 219.)

COPY forwarded to Secretary to Government of Bengal for information.

From Major *T. Rattray*, Inspector of Military Police Battalions in Bengal, to the Secretary to the Government of Bengal, Fort William (No. 223), dated Barrackpore, 7th April 1860.

Sir,

I HAVE the honour to report for the information of the Lieutenant Governor, that a squadron of the Behar Horse, under the command of Lieutenant P. Davis, reached Rajmahal on the 31st ultimo, having got over 210 miles in six nights, being at the rate of 35 miles per night. Such marching does considerable credit both to Lieutenant Davis and the irregular cavalry.

2. Lieutenant

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2. Lieutenant Davis is himself at Moorshedabad.

3. By order of Captain Pughe, Lieutenant Davis has distributed his men as per margin.

Moorshedabad	-	40 Sabres.
Rampore Beauleah	-	40 ,,
Rajmahal	-	40 ,,
Dhullian	-	34 ,,
Maldah	-	16 ,,
Lollgolah	-	16 ,,
		186

4. Captain Pughe reports that he has quite sufficient men with him for whatever work he may have to do, and as he recommends that the detachments at Bancoorah, Deoghur, and Goddah stand fast for the present, I would beg to second his recommendation, more especially as cholera and small-pox have broken out in his camp.

From *A. R. Young*, Esq., Secretary to the Government of Bengal, to the Inspector of Police Battalions (No. 1641), dated 10th April 1860.

Sir,

I AM directed to acknowledge the receipt of your letter, No. 223, dated the 7th instant, reporting the rapid march from Patna to Rajmahal of a squadron of the Behar Horse under Lieutenant Davis, and in reply, to inform you that the Lieutenant Governor considers the zeal and activity displayed by Lieutenant Davis and his men to be very satisfactory.

2. The distribution of these men by Captain Pughe, and that officer's suggestion that the detachment of his battalion at Bancoorah, Deoghur, and Goddah, should not at present be moved from those places, are approved.

TELEGRAPH MESSAGE from *B. Wood*, Esq., to Secretary to the Government of Bengal, Calcutta (No.), dated 9th April 1860, 12. 21. p.m.

I HAVE apprehended most of the head men concerned in the attack on Mr. Lyon's factory on the 31st ultimo, and the case will be ready for hearing in a few days. If the case be sent to the sessions at Berhampore, there will be much delay and every obstacle thrown in the way of conviction by mooktars and paid agents of zemindars. The police also are much mixed up; in this case prompt punishment is very necessary, and would effectually secure the peace of the district. Mr. Yule's camp is at Rajmahal. I would venture to suggest he be empowered to decide this case at once on parties being present on the spot. Berhampore is 50 miles distant. Please reply through the Pulsa Office, which is nearest this.

From *A. R. Young*, Esq., Secretary to the Government of Bengal, to *G. U. Yule*, Esq., Commissioner of Bhaugulpore, Rajmahal (No. 1617), dated 9th April 1860.

Sir,

THE case of certain rioters concerned in the attack on Mr. Lyon's indigo factory, situated within the Aurungabad Sub-division, being ready for hearing, and it being expedient to try the parties on the spot, instead of sending them on for that purpose to Berhampore, I am directed to inform you that the Lieutenant Governor, understanding that you are at present encamped at Rajmahal, has been pleased to vest you with the powers of a Session Judge in Moorshedabad, to enable you to try the case in question.

Mr. B. Wood, Deputy Magistrate in charge of a sub-division of Aurungabad, who is a justice of the peace, has been instructed to administer to you the usual oaths of office.

(No. 1688.)

Copy forwarded for the information of the Sudder Court.

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From *A. R. Young*, Esq., Secretary to the Government of Bengal, to *B. Wood*, Esq., Deputy Magistrate in charge of the Sub-Division of Aurungabad (No. 1619), dated 9th April 1860.

Sir,

I AM directed by the Lieutenant Governor to forward for your information the accompanying copy of a letter this day addressed to Mr. G. U. Yule, Commissioner of Bhaugulpore, and to request that you will administer the oaths of office to that gentleman, and forward them duly subscribed and attested to the Register of the Sudder Court.

TELEGRAPH MESSAGE from the Secretary to the Government of Bengal, to Electric Telegraph Office, Pulsa, dated 9th April 1860, 8 p.m.

MR. YULE has been vested with the powers of a sessions judge in Moorshedabad for the purpose of trying the case of the attack on Mr. Lyon's factory. Send a report as soon as you commit the rioters, and then devote yourself to the case of the complaints against the factory.

PETITION from Juggobundhoo Dutto, of Amdole, in the District of Moorshedabad, to the Honourable the Lieutenant Governor of Bengal; dated Berhampore, 24th March 1860.

The humble Petition of Juggobundhoo Dutto, of Amdole, in Thannah Pulsa, within the Sub-Division of Aurungabad, in the District of Moorshedabad.

Most respectfully showeth,

THAT your petitioner is the proprietor of a mehal called Turruff Amdole, which has for few years been let in lease to Mr. C. B. Maseyk, owner of the indigo factory of Kodum Syer. Being desirous to let the above-mentioned mehal in putnee on advantageous terms, a proclamation was given by your petitioner, inviting parties willing to take it to offer their terms. Two parties, viz., the proprietor of the aforesaid factory and one Baboo Nubbo Coomar Sing, of Mohesapore, expressed their desire to take the mehal in putnee, but the jumma offered by the latter being higher than that proposed by the former, a settlement was made with the said baboo, and a conveyance in his name was drawn out on the 21st Maugh last. On the 23d idem, when the people on the part of the putnee holder went to that mehal to take possession of it, lateewals, surkeewallahs, and other armed men of Mr. Maseyk, numbering about 400, headed by the naib and other people of the factory, walked up to your petitioner's house and surrounded it at about nine o'clock, a.m. Your petitioner, taking fright, closed up all the avenues to his house, hurried up stairs, and there, together with his family and children, shut up in a room. Then the people outside began to cut open the doors, to enter within, and though the people of the neighbourhood and the policemen of the adjacent fandee were attracted to the spot by the noise and shouts, none had pluck to confront such a large body of armed men and to come to the rescue of the beleaguered party. Not succeeding, however, so soon to cut open the doors, the people of the factory dashed down a part of the cutcha wall surrounding the house by the force of elephants, and made good their entry into the premises.

Then commenced a scene too revolting to humanity, and one which your petitioner cannot recal in his mind without a chilly sensation of horror. Zennanah mehal was entered into, women and children dragged forth, their bodies stripped off of all ornaments, their noses and ears torn and lacerated in the operation. All the trunks, chests, recesses of the house were ransacked; the floors of all the rooms excavated in search of hidden treasure, and property, consisting of gold, silver (both in specie and bullion), jewels, utensils, wearing apparel, in fine, everything the house contained, to the value of (1,00,000) one lac of

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of rupees, was plundered; which, together with your petitioner and another inmate of the house, by name Hurro Mohun Audikaree, seized and bound by ropes, were carried to the factory of Mr. Maseyk. There, for 10 days, your petitioner and the said Audhikaree were confined, by the order of the Sahib, in separate places, under a guard of about 10 burkundauzes, during the day in the jungle, and in godowns by night; the food that was served to them was doled out so sparingly, and after such long intervals, that the suffering they underwent both mentally and physically exceeds all description.

Just after the occurrence, your petitioner's brother, Pranbundhur Dutto, and his son, Beejoygovind Dutto, lodged a complaint in the assistant magistrate's court at Aurungabad, and though the inquiry instituted was one of a lax character, sufficient traces of the plunder were found, and Allad Sing, and others in the employ of Mr. Maseyk, were called upon to answer to the charge brought against them. Matters coming at this stage, your petitioner was taken in the presence of Mr. Charles Maseyk and his brother, James Maseyk, and given to understand that if he were to file a rajeenamah, and stay the progress of the suit, all would go right with him, his property to be restored and life saved, otherwise the loss of both would be the inevitable consequence. Thus threatened, and encouraged with the hope of getting back his property and liberty, he was constrained to yield to the proposal, and was accordingly taken to the magistrate's court under the strict surveillance, where he filed his rajeenamah on the 14th Falgoon. Sooner it was done than he was seized and carried back on board a boat, and placed in confinement as before.

Your petitioner's brother being informed of this, proceeded to the darogah of Thanna Manoola Bazar, and sought the aid of him, who whereupon deputed his moonshee and burkundauzes and got your petitioner released.

Your petitioner having regained his liberty, proceeded to Berhampore, and instituted fresh complaint in the magistrate's court, detailing the circumstances and praying for the recovery of his property. Three or four days after the institution of the complaint, the magistrate took down the deposition of your petitioner, and has since only called for witnesses. Your petitioner having been surprised at the apathetic way in which such a serious case was being dealt with, solicited by fresh petition that functionary to take speedy and energetic measures towards the investigation of the case and the search of the factory for the discovery of the property, but to no purpose. Your petitioner then applied to the Commissioner of Rajshahye, who, having called for and received a kyfeut from the magistrate to the effect that a case is pending trial, has taken no further steps. The case stands at a dead still. If prompt and energetic measures were taken, everything, as represented by your petitioner, would have come to light and his property found.

Your petitioner is now a ruined man; he has lost all he had in the world, and his absence from home at this season entails on him a loss of 50,000 rupees, for he cannot dare stir out of Berhampore for fear of falling in the hands of the factory people, who are in ambuscade to seize him and put him to death.

After submitting this brief delineation of his case before your Honor, your petitioner earnestly solicits that your Honor will be graciously pleased to appoint one of his secretaries to investigate his case; and the expenses that will be incurred on that account will be paid by your petitioner.

If your petitioner has ventured a little too far in making such request, his piteous case will speak volumes in his behalf, if duly considered.

And your petitioner, as in duty bound, shall ever pray.

From *A. R. Young*, Esq., Secretary to the Government of Bengal, to the Commissioner of Rajshahye (No. 1288), dated 28th March 1860.

Sir,

I AM directed to forward to you the accompanying copy of a petition from one Juggobundoo Dutto, of Amdole, in Thannah Pulsa, within the sub-division of Aurungabad, bringing to notice a serious case of assault and plunder alleged to have been committed in his house by the factory servants of Mr. C. B. Maseyk,

an indigo planter, and complaining of the lax and apathetic way in which his case has been dealt with by the magistrate of Moorshedabad.

The Lieutenant Governor desires me to request that you will call upon the magistrate for an immediate report on this case, and his explanation in regard to the complaint made against his proceedings.

If the petition is in the main founded on facts, I am desired to request that you will order a searching and thorough inquiry to be made in the sub-division. You are aware that the Lieutenant Governor is by no means as yet satisfied with the magistrate's action, or rather inaction, in the serious affair which happened in Aurungabad last month.

From *F. Gouldsbury*, Esq., Commissioner of Circuit, Rajshahye Division, to the Secretary to the Government of Bengal, Fort William (No. 12 Ct.), dated the 31st March 1860.

Sir,

With reference to your letter, No. 1288, dated the 28th instant, forwarding copy of a petition from Juggobundoo Dutt, of Amdole, in Thanna Pulsa, I have the honour to annex, for the information of the Lieutenant Governor, a copy of the explanation furnished on the 12th instant, by the officiating joint magistrate of Moorshedabad, before whom the case is pending, and who has already been directed to submit a full report on completion of the proceedings.

2. The copy of Juggobundoo Dutt's petition will be immediately sent to Mr. Alexander for any further explanation he may desire to offer regarding the statements therein contained.

From *H. W. Alexander*, Esq., Officiating Joint Magistrate of Moorshedabad, to the Commissioner of the Rajshahye Division (No. 53), dated Berhampore, the 12th March 1860.

Sir,

With reference to the order conveyed on the back of the enclosed petition, I have the honour to submit an explanation, so far as I am able, of the state of the case mentioned therein.

2. I am of course not able to state what part Mr. Furrell took personally in the matter, an explanation as to the charges brought against him in the said petition coming no doubt more properly from himself; but I can, on a reference to the records of the case, mention what steps appear to have been taken in the said matter.

3. On the 4th of February, Saturday, notice was given by the darogah of Thanna Pulsa of the illegal plundering, as referred to by the petitioner, Pranbundo Dutt. The darogah himself started immediately to investigate the case; and on the 7th of February Mr. Furrell went himself to the spot, took the evidence of Bejoygobindo Dutt, nephew to the petitioner, and was engaged on the 7th, 8th, and 9th in inquiring and recording the evidence of several witnesses in regard to the said affair.

4. On the 10th he returned to Jungipore, and on the 11th the reply of one defendant in this case was taken; on the same day the petitioner himself appeared in court, when his deposition was taken down; and on the 18th and 27th the evidence of other witnesses was recorded.

5. On the 18th of February Bejoygobind filed a petition of compromise in this matter, as did on the 25th Juggobundo Dutt; notwithstanding which, the latter again, on the 1st of March, presented a petition, requesting that his case might be fully inquired into, he having been illegally detained for nearly a month, and having only been released the day previous (*i. e.*, February 29th); upon this I took the deposition of the said person, in which he mentioned at length

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length the circumstances of the said plundering of his house, and cited the names of certain parties he wished summoned as his witnesses. This latter has been done. As the case therefore is in an incomplete state as regards the evidence for the prosecution, I am unable to offer an opinion as to the truth or falsity of the charge, but one suspicious point exists in the matter; viz., Juggobundo Dutt, who appeared in court on February the 25th, and filed a petition of compromise, appeared again on the 1st March, stating he was in confinement until the 29th of February.

From *A. R. Young*, Esq., Secretary to the Government of Bengal, to the Magistrate of Maldah (No. 1205), dated Fort William, the 26th March 1860.

Sir,

It has been known to private persons in Calcutta for two or more days past, that serious disturbances in connexion with certain indigo factories in your district have occurred; but up to the present time no intimation of what has happened has been received from you.

2. The Lieutenant Governor cannot but regard this silence on your part as highly reprehensible, as it shows either that you had no knowledge of these serious occurrences within your own jurisdiction, or knowing them, failed to report them at once to Government, as it was your duty to have done. I am directed to express the dissatisfaction of the Lieutenant Governor with your conduct on this matter, and to warn you against similar negligence in future.

From *F. Gouldsbury*, Esq., Commissioner of Rajshahye, to the Secretary to the Government of Bengal, Fort William (No. 501), Rajshahye, the 24th March 1860.

Sir,

I HAVE the honour to report, for the information of the Honourable the Lieutenant Governor, that, in consequences of reports that have reached me of the probability of disturbances among the indigo ryots in certain parts of the Maldah District, I have deemed it advisable to increase the strength of the detachment of the Military Police Battalion proceeding to take the duties at that station to 70 men. Similar detachments have already been sent to Berhampore and Pubna, on the requisition of the magistrates of those districts, but I have not heard of any further disturbances there, and I am in hopes that the circulation of the copies of the Bengallee notification first received from Government, will have the effect of allaying the present excitement.

2. I shall proceed, without delay, to Berhampore, in pursuance of the instructions contained in the Junior Secretary's letter, No. 1086, of the 22d instant.

From *A. R. Young*, Esq., Secretary to the Government of Bengal, to the Commissioner of Rajshahye (No. 1251), dated 27th March 1860.

Sir,

I AM directed to acknowledge the receipt of your letter, No. 501, dated the 24th instant, reporting that, on receipt of intelligence of the probability of disturbances among the indigo ryots in certain parts of the district of Maldah, you have increased the strength of the detachment of military police proceeding to Maldah to 70 men, and that similar detachments have been sent to Berhampore and Pubna.

2. The Lieutenant Governor approves of your proceedings, and desires me to state that, should further reinforcements of the military police be wanted, you should apply at once to Captain Pughe, the commandant of the 3d Battalion, who is in the Junghypore Sub-Division, or in that neighbourhood..

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From *F. Gouldsbury*, Esq., Commissioner of Rajshahye Division, to the Secretary to the Government of Bengal, Fort William (No. 518), dated the 26th March 1860.

Sir,

In continuation of my letter, No. 501, of the 24th instant, I have the honour to report that a full company of the 2d Police Battalion, under the command of Lieutenant O'Connor, have left for Maldah, and I have sent instructions to the magistrate to proceed with them to the scene of the disturbances.

2. I have not had any report from Mr. Spankie regarding the attack on the Buckrabad factory, mentioned in the "Hurkaru" newspaper of the 24th instant, Indeed, were it not for private information received from an unofficial source, I should be ignorant of any actual disturbances having occurred in the Maldah District, Mr. Spankie having, unfortunately, chosen this particular time to leave the station on settlement duty. I could have wished that an officer of greater promptitude and energy had been in charge of the district at such a crisis.

3. Mr. Beaufort has, I understand, proceeded to Aurungabad, under instructions sent to him by telegraph, and I hope to learn further particulars of the disturbances in that quarter, on my arrival at Berhampore to-morrow morning.

4. My Maldah correspondent informs me that letters had been intercepted, calling upon the ryots of Mr. Gray's factories to rise, but no intimation of this has been sent to me by the magistrate.

P.S.—Since writing the above, I have received a report from the magistrate of Rajshahye, of a disturbance in the neighbourhood of Nattore, of which the following are the particulars:—

A Mr. White, of the Deegha factory, while out on horseback, was attacked by some 200 of his ryots; he himself escaped, but his horse was wounded by a blow from a latee, and one of his servants was severely handled, having his head cut open, and much swollen and disfigured in consequence. Mr. Metcalfe, the assistant in charge of the Nattore sub-division (who proceeded to the spot next morning), has succeeded in apprehending about 10 of the parties engaged in this outrage, who are ryots of Jogendernairn Rae, one of the Pootea zemindars, who has just attained his majority, an event which terminates the lease of his estates held by the Messrs. Watson, under the court or wards, and is likely to lead to further disputes.

Under these circumstances, and adverting to the prevalent excitement among the indigo ryots, I have sanctioned Mr. Lushington's proposal, immediately to dispatch a party of 50 men of the police battallion to the scene of the above disturbance, and to depute Mr. Taylor, the officiating joint magistrate, with a similary party to Pootea, to remain there until the question of the renewal or otherwise of the lease of the Messrs. Watson is settled. I would also beg leave strongly to urge the expediency of an officer with full powers being at once appointed to the charge of the Nattore sub-division, in the place of Mr. Chapman, resigned.

From *A. R. Young*, Esq., Secretary to the Government of Bengal, to the Commissioner of Rajshahye (No. 1368), dated the 30th March 1860.

Sir,

I am directed to acknowledge the receipt of your letter, No. 518, dated the 26th instant, and in reply to state, that if the 2d Police Battalion cannot supply men enough for all the districts of your division, north of the Ganges, where there is, or may be excitement, the Lieutenant Governor desires that you will call upon Captain Pughe for a sufficient party for Maldah, as he has plenty of men to spare. Thus the Maldah and Moorshedabad districts may be provided for from Captain Pughe's battalion, and the Ghoorka regiment.

2. The orders issued by you to Mr. Lushington, the magistrate of Rajshahye, with reference to the recent outbreak in the Nattore sub-division, are approved.

3. With

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3. With reference to the remarks contained in the second para. of the post-script to your letter, regarding the expiry of the lease held by Messrs. Watson & Co., of the estate of the Pootea Zemindar Jogendernarain Rae, I am to observe, that whilst the peace must be kept, you will of course bear in mind the necessity for all public officers scrupulously to abstain from using influence, or interfering in any way in what seems to be wholly a private affair of business.

(No. 1369.)

COPY of para. 1 forwarded to Captain *J. R. Pughe*, Commandant, 3d Bengal Police Battalion, for his information.

(No. 1370.)

COPY of para. 1 forwarded to the Inspector of Police Battalions in Bengal.

From Lord *H. U. Browne*, Under Secretary to the Government of Bengal, to *J. S. Spankie*, Esq., Magistrate and Collector of Maldah (No. 1372), dated the 30th March 1860.

Sir

I AM directed to inform you that the Lieutenant Governor has been pleased to appoint you to officiate, until further orders, as Joint Magistrate and Deputy Collector of Rajshahye.

2. I am desired to state, that your present transfer is in consequence of a report from the Commissioner, from which the following is an extract:—

"I have not had any report from Mr. Spankie regarding the attack in the Buckrabad factory, mentioned in the "Hurkaru" newspaper of the 24th instant. Indeed, where it not for private information, received from an unofficial source, I should be ignorant of any actual disturbance having occurred in the Maldah district, Mr. Spankie having unfortunately chosen this particular time to leave the station on settlement duty. I could have wished that an officer of greater promptitude and energy had been in charge of the district at such a crisis."

From Lord *H. U. Browne*, Under Secretary to the Government of Bengal, to *S. H. C. Tayler*, Esq., Officiating Joint Magistrate and Deputy Collector of Rajshahye (No. 1371), dated the 30th March 1860.

Sir,

I AM directed to inform you, that the Lieutenant Governor has been pleased to appoint you to officiate, until further orders, as Magistrate and Collector of Maldah.

2. You are requested to leave Rajshahye at once, and to take charge of your new office as soon as possible.

From *J. S. Spankie*, Esq., Magistrate of Maldah, to the Secretary to the Government of Bengal, Fort William (No. 69), dated Maldah, 30th March 1860.

Sir,

I HAVE the honour to acknowledge the receipt of your letter, No. 1205, dated 26th instant.

I am not aware what reports might have been current in Calcutta regarding the ryots of this district, but immediately on my hearing of the attack on the

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factory of Buckrabad, I wrote to the Commissioner for troops, and to you for a copy of the Lieutenant Governor's Notification. I also issued a proclamation to the ryots of this district, in which I informed them of my having sent for a regiment. I then started for Buckrabad, and I should have answered your letter earlier had I been in receipt of it, but I have just returned from the mofussil, and find it here awaiting my arrival.

Buckrabad factory was attacked by about 250 or 300 men, who entered the sherista where the accounts are kept, collected them together, and burnt the greatest portion. The rest they through down a well, which is situated within the compound of the house. They then attacked the residence of Mr. Rich, who was absent at that time, carried off several valuable guns and a sword, destroyed his wearing apparel, and made a bonfire of his gun cases and some other property. I took the evidence of the plaintiff and his witnesses, and also arrested some of the principal defendants, in all 17 men, after which I returned to the station.

There can be no doubt whatever that the ryots on this side of the Ganges were instigated to this act of violence by ryots of the Moorshedabad district. Buckrabad factory belongs to Mr. David Andrew, in whose factories Kalapanee and Ankoora, the first disturbance in this part of Bengal commenced. The reason of the riot is to me obvious enough. The ryots had been ill-treated for some time by the factory servants, and were consequently forced into this rebellion.

I may add, that the attack on Buckrabad was unexpected; in fact, the absence of Mr. Rich from his own factory at such a crisis proves the above assertion.

From *A. R. Young*, Esq., Secretary to the Government of Bengal, to the Commissioner of Rajshahye (No. 1448), dated the 2d April 1860.

Sir,

* No. 69, dated the 30th ultimo.

I AM directed to forward to you the accompanying copy of a letter* from Mr. Spankie, the Magistrate of Malda, reporting the particulars of an attack made by the ryots of his district on the Buckrabad factory.

2. The Lieutenant Governor considers it very extraordinary that he should receive on the 2d April the first account from the magistrates of this very serious case, which occurred on the 20th of March. As the usual means of communication were available, the absence of the magistrate from his Sudder station does not fully explain this delay.

The magistrate will of course spare no pains to bring to justice all the leaders in this outrage.

He reports, that the ryots had been forced into this crime (which he with great impropriety of expression terms "rebellion") by the ill-treatment they have suffered for some time past from the factory servants; but he says nothing of any steps taken for the punishment of those who have so ill-treated the ryots, or for the protection of the ryots from a continuance of such ill-treatment from the same servants in future.

This is not a creditable omission. The magistrate must forthwith proceed to the spot, and inquire thoroughly into that side of the case, and if the factory servants can be proved to be guilty of anything which makes them liable o criminal prosecution, they should be immediately prosecuted with the utmost rigour of the law.

Similarly, if the masters of those servants can be proved guilty of the like conduct, they should be prosecuted in like manner.

Whilst it is absolutely necessary to punish promptly and severely such an outbreak as this, it is no less incumbent on the magistrate, in the cause of justice and order, to exert himself in order to the punishment or prosecution, if possible, of those guilty of offences which drive poor people to such violent and criminal outrage.

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From *A. R. Young*, Esq., Secretary to the Government of Bengal, to *H. Muspratt*, Esq., Officiating Magistrate and Collector of Pubna (No. 1191), dated the 24th March 1860.

Sir,

I AM directed to inform you that the Lieutenant Governor has been pleased to appoint you to officiate as Joint Magistrate and Deputy Collector of Backergunge.

2. On being relieved of your office by Mr. A. J. R. Bainbridge, you will proceed at once to join your appointment at Backergunge.

(No. 1192).

COPY forwarded to the Commissioner of Dacca for information.

From *A. R. Young*, Esq., Secretary to the Government of Bengal, to *A. J. R. Bainbridge*, Esq., Officiating Joint Magistrate and Deputy Collector of Backergunge (No. 1189), dated the 24th March 1860.

Sir,

WITH reference to my letter, No. 502, of the 20th instant, to the address of the Commissioner of Dacca, giving you leave of absence for three weeks, I am directed to state that the Lieutenant Governor regrets that the exigencies of the service render it necessary for him to withhold that indulgence for the present.

2. You have been appointed to officiate as magistrate and collector of Pubna, and I am to request that you will join that appointment with all possible expedition.

(No. 1190.)

COPY forwarded to the Commissioner of Dacca for information, in continuation of letter, No. 502, of the 20th instant.

From *Henry Muspratt*, Esq., Officiating Magistrate and Collector of Pubna, to *A. R. Young*, Esq., Secretary to the Government of Bengal, dated Pubna, the 28th March 1860.

Sir,

I HAVE the honour to acknowledge receipt of your letter, No. 1191, dated the 24th instant, informing me that I have been appointed to officiate as joint magistrate and deputy collector of Backergunge, and as this appointment is an inferior one to that I now hold, I have the honour to solicit his Honor the Lieutenant Governor of Bengal that I may be informed why I have been removed from my present appointment.

From *A. R. Young*, Esq., Secretary to the Government of Bengal, to *H. Muspratt*, Esq., Officiating Magistrate and Collector of Pubna (No. 1451), dated the 2d April 1860.

Sir,

I AM directed to acknowledge the receipt of your letter, dated the 28th ultimo, requesting to be informed of the grounds of your removal from the acting appointment held by you in the Pubna district, and. in reply, to state that you have been appointed to act elsewhere, because another officer has been appointed to act in Pubna, whom the Lieutenant Governor considers better qualified for the management of that district under existing circumstances than you are.

You must not regard this change at all in the light of a punishment. It is caused by the necessity of having specially selected men in the excited districts at the present moment.

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From *F. Gouldsbury*, Esq., Commissioner of Circuit, Rajshahye Division, to the Secretary to the Government of Bengal, No. 546, dated Rajshahye, the 2d April 1860.

Sir,

I HAVE the honour to report, for the information of the Lieutenant Governor, that on my return to Rampore Bauleah yesterday morning, I found that no further disturbance had occurred during my absence.

2. I beg to annex for his Honor's perusal, copy of a letter from the officiating magistrate of Pubna, No. 144, dated the 27th ultimo, reporting the state of feeling which he found to prevail among the ryots of Chateean, a factory of Mr. Hills, and of some villages in the Meerpoor concern; and, with reference to the concluding paragraph, to state that I have requested the officer commanding the 2d police battalion to increase the strength of the detachment in the Pubna district to 150 men.

From *Henry Muspratt*, Esq., Officiating Magistrate of Pubna, to the Commissioner of Circuit, Rajshahye, No. 144, dated Pubna, the 27th March 1860.

Sir,

I HAVE the honour to report that a petition having been presented by Azim and others during my absence from the Sudder station on collectorate duties, I started for the spot as soon as my tents had arrived.

2. I found that the dispute was between three of the ryots of Chateean and Mr. A. Hills, of Miton Factory. The factory lies in the Nuddea district; I found (March 26th) the feelings of the people there and in the neighbouring villages were against the planters and indigo cultivation. They objected to the "Planters' beegah" which is measured from time immemorial by a bath of 22 inches. They complained that they were made to cultivate more land in indigo than they were allowed to cultivate with dhan. The ryots of Chateean stated that the magistrate of Nuddea had come to Dhurrumpore, some 10 or 12 miles from Chateean, and had said no more indigo was to be grown.

3. They also showed me two papers from the Nuddea magistrate, but which appear more like copies of orders passed on petitions, and though it is stated in them that ryots having taken advances are bound to work them out, yet these so called purwanahs were produced to show that it was the order of Government indigo should not be grown. After I had explained to the ryots that it was not for the Government to order the zemindars that one crop should be grown, and not another, and that if they had entered into agreements they were bound to act up to them, and also warned them against following the evil example of the ryots in the Nuddea district, the people said that they would not grow indigo, and one man said, that if I, or the Government even, said they were to grow indigo, that they were all determined to be of one mind and oppose the Government. I immediately arrested this man for contempt of court, and as his words met with words of approval from others, I have put the man on his defence for uttering threatening words likely to cause a serious breach of the peace.

4. I warned all the ryots, that if they were under engagements to sow indigo, they were bound to do so; and that if they prevented the planters' people going near the lands, or acted hostilely towards them when they went near the village, I should take serious notice of their conduct, and that if, on the other hand, the planters, defendants, attempted to oppress them, they were to come and complain to me.

5. On the 25th I had asked Mr. Ferrier, of the Meerpore concern, regarding the feelings of his ryots. His reply was, that they were all quite quiet, and he was not aware of their having any complaints to make. On my way to Chateean I passed two or three villages belonging to Meerpore, and immediately on seeing me all the ryots came forward, making loud complaints regarding the oppression of the planter and his people. These ryots also believed that Government had ordered no more indigo to be sown, and were thunderstruck when I told them that

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that Government had given them no such orders, and that they were bound to act up to their engagements with the planters. (It is very plain that some evil-disposed persons have been going about spreading the report that Government order no more indigo to be sown.) When talking to the ryots, and asking how much land they held, and how much of it was sown in indigo, one man said he held 16 begahs, and 12 were sown in indigo. On questioning this man later in the day, in the presence of the planter, he said he had 25 begahs, and out of it five were sown in indigo. By the planter's books it appeared he held 32 beegahs, not 25.

6. The morning grievances of the ryots were much altered when speaking before the planter, who had his papers ready to show the quantity of land held by each ryot. Another ryot, an old man, who had begged me to shoot him in the morning, as he could not live any longer on account of the oppression of the planter, on being cross-questioned by the planter and myself, allowed that he had formerly sown three beegahs annually with indigo, and, on petitioning Mr. Ferrier, his indigo cultivation had been reduced to two beegahs; and that he now held the jote of another man, by which he was bound to grow five beegahs in indigo, but he had never gone to Mr. Ferrier to ask him to reduce the five beegahs to four or three; another grievance was, that Mr. Ferrier made the ryots hedge off the indigo lands where it bordered on pasture lands; this had been done, the man said, for the last three years.

7. There are four villages, belonging to Baboo Ramrutton Roy, in which indigo is grown. About 60 of the ryots came with the Baboo's man, to complain of the oppression of the planter. Many complained that they held no land, and the ameen of the factory was in the habit of trying to make them take advances, and placing peadahs over them, to oppress them. They had never gone to the factory to complain. Another man's complaint was, that he had been ordered by the ameen to sow 10 cottahs more than his engagement. He had never complained to the sahib of the ameen's conduct.

8. I was encamped close to these four villages in January last, and not a single word of complaint was made to me against the planter, or his people.

9. I have returned to Pubnah for the quarterly kist day, and shall leave to-morrow night for the Mofussil, to try and keep the district quiet. If the commanding officer of the police battalion could send me 50 more sepoys, I think it would be very advisable to let me have them; not that I think the ryots will rise at present, but that, hearing of the disturbances in Nuddea, they may rise also.

From *A. R. Young*, Esq., Secretary to the Government of Bengal, to the Commissioner of Rajshahye (No. 1568), dated the 9th April 1860.

Sir,

I AM directed to acknowledge the receipt of your letter, No. 546, dated the 2d instant, and, in reply, to state that the Lieutenant Governor approves of your instructions to the commandant of the 2d Bengal police battalion, to increase the strength of the detachment in the Pubna district to 150 men. You are already aware that more men are available in your division from Captain Pughe's battalion, if required.

2. With reference to the officiating magistrate of Pubnah's letter, No. 144, of which a copy is annexed to yours now under acknowledgment, I am directed to observe, that it will be proper for you to direct Mr. Muspratt, when ryots complain of being "compelled" to cultivate more land with indigo than they are "allowed" to cultivate with rice, to explain to them carefully that no one has lawful power to compel them to cultivate indigo, or anything else, unless of their own free will they agree to do so; but that, if they have agreed to do so this year, and have received any cash advance in consideration of such agreement, unless they fulfil those agreements they will be liable to pay heavy damages, or to be imprisoned. They must, therefore, fulfil their agreements.

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3. The Lieutenant Governor regrets the arrest made by Mr. Muspratt, as reported by him in para. 3 of his letter. Mr. Muspratt was holding no court at the time, and the arrest for "contempt of court" was therefore unwarranted and absurd. It is not the way, in reasoning with people, when you wish to induce them to explain the real state of their minds, to put them in gaol, when they can't be convinced. Mr. Muspratt's conduct to a man, who had actually done nothing wrong, was arbitrary and irritating, and the man should be immediately released from custody.

4. The story told by Mr. Muspratt, in para. 6 of his letter, of a ryot petitioning to be allowed by the indigo planter to cultivate a smaller proportion of his land with indigo than formerly, is not so narrated as to give the impression that either the ryot, the planter, or the magistrate was aware that ryots are, in the theory of the law, free agents.

From *F. Gouldsbury*, Esq., Commissioner of Circuit for the Division of Rajshahye, to the Secretary to the Government of Bengal (No. 560), dated Rajshahye, the 6th April 1860.

Sir,

I HAVE the honour to annex, for the information of the Honourable the Lieutenant Governor, a copy of Mr. Muspratt's last Weekly Report, showing the state of matters in the Pubna district.

2. Everything continues quiet in Moorshedabad, Rajshahye, and (as far as I am informed) Malda; but until Mr. Tayler takes charge of the latter district (which he is now on his way to do), I cannot expect to receive regular reports of the magistrate's proceedings, as my letter of yesterday will have informed you.

3. A party of 36 sowars, from Captain Adlam's regiment, arrived here yesterday; but I have received no instructions respecting them.

FIRST WEEKLY REPORT of the State of the Indigo Districts in Zillah Pubna, for the Week ending 31 March 1860.

PAIKPARA Concern, in Pergunnah Chateean, pertaining to Meetan factory, is situated in the Pubna district; all the other villages pertaining to the concern lie in the Nuddea district. Three of the villagers of Chateean petitioned that the factory people had collected a band of men, and were going to sow indigo on their land by force. The police went to the spot, and reported that there was no band of men collected. I visited this village on the 26th; I found the ryots were determined not to sow indigo. I explained to them the folly of pursuing such a course, and that they would thereby render themselves amenable to law, and that there would shortly be a law to punish them severely, if they had taken advances and refused to sow. One man I arrested for contempt of court and uttering threatening language against the Government, likely to lead to a serious breach of the peace. Since then, Mr. Parker, the manager of the factory, and the ryots have come to me. The ryots have begged Mr. Parker to let bygones be bygones, and have promised to sow after the first shower of rain.

The villagers, when returning home, were heard by the Meerpore people to say, that they would sow, and would not join the disaffected ryots in Nuddea.

Meerpore Concern.—All quiet; the ryots say, they will sow after the first rain. The ryots at first came, and complained against the planter, and said that Government had ordered indigo not to be grown. I explained to them that Government had given no such order. The ryots of four villages in the zemindaree of Baboo Ramrutton Roy complained that they were made to grow more indigo than they engaged for. I am having the indigo lands of one village measured to see if there is any truth in their complaint.

Mr. Tripp reported that the ryots of Parsetley and Ghazeepore factories, belonging to the Bamundee Concern, are likely to rise. I visited two villages belonging to the former factory. The ryots made no complaints, and said they would sow after the first shower of rain.

First Grade Darogah, Derasut Oolla, visited the Gazeepore villages, and reports that, in accordance with my orders, he explained to the ryots that they were bound to act up to the engagements, and that he found the ryots peaceably disposed, and not likely to join the disaffected in Nuddea.

All

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All the other concerns in the district are, I believe, perfectly quiet.

The first shower of rain will show whether the ryots will act up to their engagements or not; but, at the same time, I have reason to think that all the ryots are watching what is going on in the Nuddea and Jessore districts, and that should the present lawless assemblages in the former district be put down in any one concern soon, that the whole of this district will remain undisturbed. The measures I have adopted have been to bring planters and ryots together; to let the ryots state their demands, and give utterance to any complaints they had to make against the planters and their factory servants. I have found this plan answer well. The ryots in the Meerpore Concern (except Amla factory, the villages of which lie in Nuddea) have gone to the manager, Mr. Ferrier, and have amicably settled matters, and promise to act up to their agreements.

But all that I have done, and may do, to keep the district quiet will, I fear, be labour lost, if some decisive measures are not speedily taken to put down the gatherings of the ryots in the Nuddea district.

From *A. R. Young*, Esq., Secretary to the Government of Bengal, to the Commissioner of Rajshahye (No. 1580), dated the 9th April 1860.

Sir,

I AM directed to acknowledge the receipt of your letter, No. 560, dated the 6th instant, and, with reference to the concluding para. thereof, to state that the party of 36 sowars from Adlam's Horse, detached to Rampore Baulcah, are intended to be sent by you to any place where their presence may seem likely to be useful.

From *F. A. Lushington*, Esq., Magistrate of Rajshahye, to the Commissioner of Circuit, Rajshahye Division (No. 153), dated Rajshahye, the 30th March 1860.

Sir,

IN reply to your letter, No. 517, of the 26th instant, I have the honour to inform you, that since the receipt of that letter, I have received no intelligence of any further disturbances connected with the cultivation of indigo in this district. On the contrary, I am assured from various quarters, that the indigo sowings have been completed peacefully, and that there is no anticipation of further riots; 50 of the 2d Police Battalion are, however, at Nattore, under the orders of Mr. Metcalfe, the assistant in charge, and 50 more start for Pootea this evening, under those of the Joint Magistrate. Mr. Taylor and I have every hope that this demonstration will tend entirely to extinguish any latent inclination that may have existed to follow the example of the ryots in the neighbouring districts.

2. The notifications forwarded from Government have been proclaimed in all villages where discontent was suspected, and measures have been adopted for the immediate apprehension of certain ringleaders in the attack of Mr. Lyon's factory, should they make their appearance in this district.

(No. 562.)

COPY forwarded to Government in continuation of this Office Letter, No. 518, of the 26th ultimo.

(No. 1616.)

COPY forwarded for the information of the Government of India in the Home Department, in continuation of this Office Letter, No. 1386, dated the 31st ultimo.

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From *F. Lushington*, Esq., Magistrate of Rajshahye, to the Commissioner of Circuit, Rajshahye Division (No. 168), dated Rajshahye, the 10th April 1860.

Sir,

In continuation of my report submitted last week, I have the satisfaction of informing you that those portions of this district where there is indigo cultivation, have remained perfectly quiet, and no symptoms of riotous disturbances have manifested themselves; and I understand from the planters themselves that they anticipate no difficulty in their sowings, which will be completed in all this month; until such, however, is the case, I still think it expedient that the troops now on duty in the indigo cultivating thannahs, should still be retained there.

2. With reference to the arrival of a portion of the Patna Irregular Horse, as we have an ample supply of troops in the police battalion for every purpose for which their services may be required, I would respectfully suggest that you should authorise me to order them to return to their head quarters.

From *F. Lushington*, Esq., Magistrate of Rajshahye, to the Commissioner of Circuit, Rajshahye Division (No. 169), dated Rajshahye the 10th April 1860.

Sir,

With reference to your intimation that owing to the perfect tranquillity of this district, the services of the party of sowars that came here from Berhampore are not likely to be put into requisition, I beg to inform you that I have this day given Syud Tuckeer, resseldar in command, directions to proceed to Berhampore, and report himself to the adjutant of his regiment, at present quartered at the latter station.

(No. 594.)

Copies forwarded to the Secretary to the Government of Bengal, with an intimation that Mr. Lushington has been directed to send the party of sowars over to Berhampore, where the adjutant of their regiment is at present quartered.

From *H. W. Alexander*, Esq., Officiating Joint Magistrate of Moorshedabad, to the Commissioner of the Rajshahye Division (No. 303), dated Berhampore, the 10th April 1860.

Sir,

I have the honour to inform you that I returned from the district on the 8th instant; I went to Lallgollah on the night of the 1st instant, in accordance with the verbal order of Mr. Beaufort; I remained there two days, and then went on to Bhogwangola, where I stayed three days, and from there proceeded to Ackrigunge, from which place I returned to the Sudder station at the request of Mr. Robinson. During the whole time I was out, everything was perfectly quiet; in fact no complaint was made either by planters or ryots as to the sowing of indigo, and from what inquiries I made at the time, there is evidently not the slightest apprehension of any such disturbance taking place as occurred last month within the subdivision of Aurungabad.

(No. 599.)

Communicated to the Secretary to the Government of Bengal.

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(No. 1785.)

Copy forwarded for the information of the Government of India, in the Home Department.

From *F. Gouldsbury*, Esq., Commissioner of Circuit, Rajshahye Division, to the Secretary to the Government of Bengal (No. 600¼), dated on the River, 16 April 1860.

Sir,

In continuation of my letter, No. 546, dated the 2d instant, I have the honour to report, for the information of the Lieutenant Governor, that finding on my arrival at Aurungabad on Saturday last, that Mr. Furrell and Captain Puglie were at Dhoolian (about 10 miles higher up the river), I proceeded to the latter place, where I met those officers, and found that all was perfectly quiet in the neighbourhood.

Mr. Furrell informed me that some of Mr. Lyon's ryots at Bunyagaon had commenced sowing their indigo lands, but that none of those in the Aurungabad concern had shown any disposition to do so; indeed, so far from such being the case, a large body of them had come into Mr. Furrell's camp a few days previously, and deposited their ploughs, of which I observed a heap in front of the tents. Notwithstanding this, however, no cases had been instituted under the new Act, for breach of contract, which Mr. Furrell attributed to the fact of no cash advances having been made in that concern, in which the planter is also the zemindar. The ryots seem fully to understand the provisions of the Bill, and say that all who have taken advances will sow, and the rest will do as they like.

3. I did not see Mr. Wood, who had gone into Rajmahal, but from what Mr. Furrell told me, he appears to be getting on well with the investigation of the Bunyagaon case, in which about 35 of the principal rioters have been apprehended. Mr. Wood's inquiries into this case, and the one at the Ankoora factory, will no doubt elicit the true causes of the disaffection among the ryots in this quarter, who have been long known as a turbulent set of people. It seems to be universally admitted that the oppressive conduct of the gomashta of the Ankoora factory, Meer Tufuzzool Hoosein, was the immediate exciting cause of the late disturbances, which would not have reached the height they did had prompt and effectual measures had been taken for their suppression by the magisterial authorities at Moorshedabad.

4. The existing tranquillity is no doubt attributable chiefly to the presence of the military police, as well as to the absence of any cause of excitement, but until the principals in the attack on the Bunyagaon factory are punished, and the alleged grievances of the ryots are inquired into, and redressed as far as circumstances will admit, I do not expect that the quietude will be permanent; on this account, I would not advise the withdrawal of the military police for some time to come, though I think the strength of the force might, without risk, be reduced.

From *A. W. Bainbridge*, Esq., Officiating Magistrate of Pubna, to *A. R. Young*, Esq., Secretary to the Government of Bengal, dated 11 April 1860.

Sir,

I have the honour to report that Mr. Deputy Magistrate Lingham's report of the case at Neschindepore has just come in. The riot appears to have been most serious, and he appears to have carried forbearance much too far. Two of the police battalion were severely wounded, their bodies not recovered, and two other persons wounded. Mr. Lingham also has been maltreated. The dak is just leaving, I will send his report as soon as it is copied. The whole of the

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detachment here, 47 rank and file, will start to-night in fishing boats, and ought to arrive in a day and a half.

I shall precede them, as before reported, and shall probably write to Furreedpore for a wing of the Kamroop Regiment.

From *G. L. Harris*, Esq., Assistant Magistrate in Charge, to *A. R. Young*, Esq., Secretary to the Government of Bengal, Fort William (No. 190), dated Pubna, 12 April 1860.

Sir,

I HAVE the honour to enclose, as instructed by Mr. A. J. R. Bainbridge, a copy of the letter received yesterday from Mr. E. T. Lingham, deputy magistrate of Comercolly.

I have also to observe, that Mr. A. J. R. Bainbridge, upon its receipt, despatched an express to Furreedpore for 200 men of the Kamroop Regiment to be sent at once to the scene of the affray.

From *E. F. Lingham*, Esq., Deputy Magistrate of Commercolly, to *H. Muspratt*, Esq., Officiating Magistrate of Pubna, dated Neschindepore, 10 April 1860.

Sir,

I BEG to lay the following report of a serious affray, which has this day occurred, before you.

In obedience to your instruction, contained in letter, dated 7th April, I proceeded at midnight of the 7th instant, with 24 of the military police, which you directed should accompany me.

Owing to adverse winds, we did not reach Neschindepore until the evening of he 9th.

On the morning of the 10th, I crossed the men (30 in number), and taking their baggage with us, with the intention of proceeding, after the investigation of the Jungul cases, to Beluabaria, at which place also the ryots seemed to be collecting, I directed them to march to Jungul, about four miles distant. In order to avoid any appearance of force, I left the police on their march, and took with me my nazir and four burkundauzes to take evidence in the cases. On arriving within a mile of the village, Mr. Durand rode up to me to say the nazir had entreated him to intimate that he and his burkundauzes had been set upon; at the same time directing my attention to a small army of lateeals, which was assembled about half a mile without the village, on a rising ground. I immediately rode to the assembled men with the intention of conferring with them; but as they made off I requested Mr. Durand to assist me in covering my burkundauzes (we were both on horseback), and if possible to apprehend with me a few of the rioters for evidence sake. I found the huts full of armed men, and they were endeavouring to carry off my police burkundauzes.

2. Thinking that a little show of force would intimidate the rioters, I rode off to bring up the military police, who were, with their baggage, more than two miles in the rear. I divided them, and sent a party of 10, with a naik, to the right, another to the left, to keep outside the village and prevent the escape of any armed men, giving them strict injunction not to use unnecessary force. I took with me eight men, and went up to my burkundauzes, and without violence, to seize a few ringleaders of the riot.

3. I then found a large body of above 1,200 men armed with spears, swords, bamboos, and shields, drawn up in a threatening attitude. They began to attack my men, and I, observing they were really determined to set upon them, with the utmost anxiety not to shed blood, directed the men to fall back. But they were excited, as the weapons of war and all were flying about us in all directions; I heard a shot fired. Mr. Durand was far from the village, as I had requested him not to accompany me. I sent for him, and entreated him to prevent any firing

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firing whilst I got the men together, for, although they were attacking the military police, I was most anxious not to use force. The men, losing all obedience, began to return the spears and clods with fire. In this state it was impossible to control them; hence I ordered an instant retreat, using, as I cannot too frequently impress upon you, all my power to prevent bloodshed. Seeing us falling back, the enemy (for I can call them by no other name) made a furious onset, flanking us, and throwing their spears, bamboos, clods, bones, and everything at the men within their reach; we were injured, they had completely flanked us, and were drunk with excitement. Still I begged of the men not to return their attack. I endeavoured to present a front, and then fall back, but the men were broken; they kept up an irregular fire, and would not form. I endeavoured to parley with the opposite side, but they returned my entreaty with a shower of weapons. It was beyond human power to stop the firing, which was however ineffectual, and I was in front the whole time turning their muskets in the air, or taking the caps off the nipples just as they presented, or standing before their muskets as they were about to fire, at the same time holding up my hand to the enemy as a sign of peace. We were assailed with a perfect shower of spears, bones, &c. The men were upon me, the seapoys fairly retreated. I defended myself with a slight riding cane, and then dismounted to show the men I was determined to remain with them. On they came in hundreds, pelting and striking on all sides. I was knocked down, two sepoys also fell, and then the men fairly bolted; alas! they fairly bolted. My efforts to rally them and bring off the wounded men were unavailing; I tried to go up to one myself, but was surrounded and ill-treated; I then thought to follow up my retreating men, but was overpowered, and fell to the ground. One man, more excited than the rest, lifted his tulwar to make a blow at my head whilst I was down, but providentially (as I am told) a sepoy came up with his drawn sword and helped me. Jungul affray, 1860.

4. After this I have no recollection of what happened. I am informed, that the sepoys seeing me fall, rallied and fired; but be all this as it may, I am happy to state, that I did not notice one man on the opposite side fall. But I am grieved to add, that the two poor sepoys were speared and rifled, and that two other men, including a village chowkeedar, are severely wounded.

5. Let me entreat of you, sir, to bear in mind my unremitting efforts throughout this affray, to prevent the shedding of blood. I find, however, that Ramrutton and others had assembled men at Jungul as soon as he heard you had written for me to go to the spot.

6. It is my belief that the powerful zemindars are taking advantage of the existing indigo disturbances, to vent their spleen on those with whom they have previously disputed either at law or otherwise.

7. Seven prisoners are with me.

8. I would feel obliged by your coming down to this quarter to investigate this affray. I am just off to Narna, of the Nowbatta concern, where I intend to remain with the men. I have directed some civil police to come from Khoksa and Pangsa Thannas, and would merely mention to you, sir, that dependence is not to be placed on these military irregulars. We must either be content to permit the assemblage of large bodies of zemindars' lateels on the face of the country, or be supplied with European troops to defend our persons and authority.

From *A. W. Bainbridge*, Esq., Officiating Magistrate of Pubna, to *A. R. Young*, Esq., Secretary to the Government of Bengal, dated 13 April 1860.

Sir,

I HAVE the honour to inform you that I arrived here with 417 sepoys, in fast sailing boats, on the evening of the 12th.

I found the villages in which the riot occurred deserted, and the police in possession.

There is no present probability of further disturbance.

The ryots in the neighbouring concerns of Messrs, Savi and Kenny are quiet.

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One of the wounded sepoys, and the body of a villager, said to have died from a musket shot received in the riot, were recovered yesterday.

The sepoy is not dangerously hurt, and the wounded peada will recover.

No trace of the other sepoy is forthcoming; there is little doubt he is dead, and his corps made away with.

I have offered 200 rupees reward for certain information of his fate.

The case is in a fair way to be proved clearly against the principals, some chowdari of Baleakundee and a gomashta of Ramrutton Roy, of Narail, but they are not yet in custody; no steps were taken or evidence recorded before my arrival.

The riot at present appears to have been premeditated, and entirely unprovoked. I am inclined to attribute it partly to old hostility on the part of the principals, and partly to the present dissatisfaction regarding indigo.

Mr. Lingham thinks Ramrutton's amlah have special ill-feeling towards himself for past official conduct. There is every reason to believe that Mr. Lingham's life was saved by the Sikh havildar.

I think the results of his expedition rather owing to his mistaken reluctance to allow the sepoys to use their weapons than to cowardice on their part.

Before leaving Pubna I sent a pressing requisition to Captain Drew for 200 men of the Kamroop Regiment to be marched forthwith to Baleakundee, about six miles from this; I expect them to-morrow, and propose keeping 100 of them here until after the sowings. The only other places where affairs look threatening are Belnaberry, where Mr. Imbert reports that the ryots are breaking his indigo and maltreating his servants, and Ghazipore, in the Meerpore concern.

I have sent Mr. Lingham with 50 men and the Sub-Lieutenant to Belnaberry; this large force was necessary, as the poor fellow has lost all confidence and would not go without, which it was essential he should do, as rain fell this evening.

I have written to Mr. Harris to go to Ghazipore with 15 men, who are in Pubna, and remain there until after the sowings; both will send for the ryots and explain the object of Government and the provisions of the Act, which I have had clearly drawn up.

If things are settled at Belnaberry, Mr. Lingham will return and remain in charge of the Kamroops here until after the sowings.

I propose remaining until the chief rioters are in custody.

I have sent for Ramruttun's head servant in these parts, and when he comes shall take measures which will speedily secure the attendance of his gomashta; the others I must arrest, as I can carry force, if necessary, when I have ascertained where they are.

The other 100 of the Kamroops who will not be wanted will return to Furreedpore.

From Major *T. Rattray*, Inspector of Military Police Battalions in Bengal, to *A. R. Young*, Esq., Secretary to the Government of Bengal, Fort William (No. 244), dated Barrackpore, 17 April 1860.

Sir,

I HAVE the honour to forward for the information of the Lieutenant Governor, copy of letter No. 115, dated 15th instant, from Lieutenant Reeves, commanding 2d Battalion Bengal Police, together with copy of translation of report from Havildar Seeboo Khan, commanding a detachment in the Pubnah district, from which it appears that the detachment had been compelled to retire before a mob of half-armed villagers.

2. From the 2d para. of Lieutenant Reeves' letter, it appears that the detachment did not number more than 20 men, but even this number, small as it was, ought never to have retired. I can scarcely believe that any magistrate would have ordered the men to run away rather than stand on the defence, however such is deliberately stated by the halvidar, but I must refrain from making any further remarks on the subject until I hear something more definite. As I conclude, the magistrate has reported the matter to the Government, I have the honour to request that I be furnished with a copy of it.

From

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From Lieutenant *G. J. Reeves*, Commanding 2d Bengal Police Battalion, to Major *T. Rattray*, Inspector Military Police Battalions, Lower Provinces (No. 115), dated Rampore Beauleah, 15 April 1860.

Sir,

I HAVE the honour to forward herewith translation of a letter from Havildar Seebo Khan, commanding detachment in the Pubna district, to Sub-Lieutenant Issuree Sing, and sent on to me in original, detailing an affair in which the havildar and his party were apparently worsted by a body of rioters on the 10th instant.

2. This is but an *exparte* statement, but should the magistrate have really given the order not to stand on the defence, but ran away, such alone is quite sufficient to have caused the disgraceful termination; again, the latter proceeds in charge of a small party of about 20 men, and instead of keeping them together at the commencement, breaks up his already disproportionate force into small parties; they are immediately surrounded, and have to rejoin each other in the midst of a tumultuous mob; thus confusion must have reigned from the very beginning.

3. It is difficult to understand how after capturing seven of the rioters, and being able to keep possession of them, the party should still have been obliged to retire.

TRANSLATION of an Extract of a Letter from Havildar Sheebho Khan, Commanding Detachment 2d Bengal Police Battalion, in the Pubna District, to Sub-Lieutenant Issuree Sing.

EXTRACT.—AT 3 p. m. the next day we marched again, and arrived in the evening at Neesanpore Factory, where we remained all night. In the morning, agreeably to the orders of the magistrate accompanying us, we got ready, and marched to a village, called "Peeraree." When we arrived there, the magistrate divided us into three parties, sending one to the east of the village, another to the west, and marching in the village himself with the remainder. We were almost immediately surrounded by about 2,000 men, armed with spears, bows, and arrows, and latees; they came on, and wounded the magistrate's horse with a spear; that officer fell off, and the party having rejoined, by order of the havildar, commenced firing; on this the magistrate said, "If you fire, I will have you punished;" what could we then do?

In this way the rioters came down upon us; the Sahib then said, "Don't fire, but run away;" we did so, and during this time Sepoys Sentuhul of the 8th Company, and Peer Mahommed, of the 7th Company, were wounded, and fell, and were seized by the villagers; it is not known if they are killed or not. When we got outside the village, the magistrate ordered us to surround the place again.

It is stated that the rioters were men from 52 villages; one man was conspicuous amongst them, from which direction there was some firing; he and others surrounded the Saheb, and the havildar seeing this, ordered the men to fire; on this the rioters ran away, and we captured seven of them; we then, with the Sahib, returned to the factory.

The Sahib gave us no warning of being thus employed, and we were taken quite unawares.

The above occurrence took place on Tuesday the 10th.

Reported for the information of the Commanding Officer by Seebhoo Khan, havildar 2d Bengal Police Battalion.

This translation is given as it is in the urzee, in which the havildar writes of himself in the third person.

From *F. Gouldsbury*, Esq., Commissioner of Circuit, Rajshahye Division, to the Secretary to the Government of Bengal, Fort William (No. 611), dated Rajshahye, 18 April 1860.

Sir,

ON my return here yesterday, I found Mr. Bainbridge's letter, enclosing a copy of Mr. Lingham's report of the late disturbance at Jungul, in the Pubna district,

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a copy of which has been forwarded to Government by my uncovenanted assistant.

2. I immediately sent instructions to Lieutenant Reeves, commanding the 2d Police Battalion, to send off the 100 men he had in readiness, and they left by water for Pubna this morning.

3. Under the discretion vested in me by the 2d para. of your letter, No. 1251 of the 27th ultimo, I have sent off an express to Captain Pughe, requesting him to send over 200 men from Jungilpore, to take the duties at this station, so as to admit of Lieutenant Reeves proceeding to Pubna with the remainder of his corps, which will give from 400 to 500 men for that district.

4. I beg to annex, for the Lieutenant Governor's information, copy of a further report from Mr. Lingham, which I must say shows the affair at Jungul to have been most sadly mismanaged. The folly of separating a small detachment of 30 men into three bodies, in the face of a mob of 1,200 rioters, is only equalled by that of restraining the men from acting on the offensive after they had been attacked. Had Mr. Lingham formed his men into a compact body, and called upon the rioters to disperse on pain of being fired upon, the latter would, in all probability, have been intimidated; it was only when they saw the sepoys scattered and disorganized, that they took courage to attack them. The men were, no doubt to blame for firing without orders, but under the circumstances, I think that there was great excuse for them.

5. Mr. Bainbridge appears to have acted with due promptitude and energy in proceeding to the spot himself, with all the available men of the police battalion. There must, however, be some mistake in the number stated in his letter, as there were only 150 of the 3d Police Battalion in the Pubna district at the time.

6. I would beg to suggest the expediency of Lieutenant Reeves being vested with the powers of a magistrate in the Pubna district, as has been done in the case of Captain Pughe, in Moorshedabad.

From *E. F. Lingham*, Esq., Deputy Magistrate of Coomercolly, to the Commissioner of Rajshahye, dated off Nischindpore, 10 April 1860.

Sir,

Jungul affray. It is my painful duty to report the following serious affray, attended with murder and wounding, which occurred this day at the village of Jungul.

2. Jungul is a low village which has for some time been in a disturbed state, there has been zemindaree disputes and indigo disputes with the Nischindepore concern, and the latter was forced to petition the Pubna Court for some sort of protection and investigation.

Entrance to Jungul. 3. At the direction of the magistrate, my superior, I started on the 7th instant, with a small guard of military police, and on the morning of the 10th (this day) I went with my nazir and four peons for the purpose of investigating the alleged outrages at Jungul, leaving the guard more than two miles in my rear, in order to avoid any exhibition of force which might induce the people to misinterpret the object of Government in supplying such guards.

4. Near the entrance of the village, I found a large body of armed men drawn up, and endeavouring to seize my nazir and burkundauzes. I rode up to cover my peons and endeavour to apprehend a few of the rioters for evidence sake. I did seize in all six men, and leaving them with the nazir outside the village, at the same time requesting Mr. Durand to remain with them, I myself rode quite into the village to explain the object of my visit, holding up my hand as a sign of peace. They received my advances with a shower of clods and bamboos. On this I returned and took with me Mr. Durand and the nazir to aid in preventing the rioters joining another body which was collected on a rising ground. They began attacking the peadas and us; I thought if we endeavoured to run they would immediately pour out and overwhelm us, for they seemed determined to listen to no counsel.

5. I then

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5. I then rode down to bring up the guard to intimidate the opposite side, bring off my people, and if possible to seize without much violence some of the leading rioters.

6. I have given a full account of the events to the magistrate of Pubna; suffice it to say, sir, that the sepoys proved unmanageable. The lateeals, who numbered far above 1,200, sent their weapons at us from all directions, one of the peadas had been severely wounded; I had requested Mr. Durand to leave me; I walked my horse up towards the men, but received the same salutation as before, the sepoys then began returning their attack with fire. I sent for Mr. Durand and begged him "for God's sake" to help in preventing the men firing; the men were not regularly disciplined; seeing this, and that the enemy were resolved to attack us, I ordered a retreat, being extremely anxious to prevent the shedding of blood. Observing we were falling back they came on with a yell, literally showering their weapons at us, spears, bamboos, bones, clods, harpoons, and everything within reach. I once more tried to pacify them, but was surrounded and obliged to rejoin my retreating men. I dismounted, and was in front of my men the whole time doing all in my power (even taking the caps off the nipples as they presented) to prevent firing. The men were broken; one fell and was instantly despatched; another and I endeavoured to rally the men and bring off the wounded with a rush, but they would not show a front. I myself then fell, overwhelmed with heavy blows, and just as one more excited than the rest was making a cut at my neck with his talwar (whilst I was down), one or two soldiers rescued me; still did I entreat them not to fire.

7. We managed to retreat and save the baggage, but I am grieved to say that two sepoys fell into the hands of the enemy, and a peada and village chowkeedar were wounded. Happy am I to add that not a single man on the other side was seen to fall. I brought off seven prisoners, but lost my horse and other things. The men it appears were engaged to oppose me; they were the budmashes of seven villages, and had been ready for several days.

8. Permit me to add that dependence is not to be placed upon these military irregulars; the men with me were lost to control; they fairly ran away when one had fallen. We must either allow the assemblage of armed men over the face of the country, or be supplied with Europeans (who will reserve their fire until the word of command is given, and fall back in order), that our persons and authority may be protected.

From *A. R. Young*, Esq., Secretary to the Government of Bengal, to *F. Goulds-bury*, Esq., Commissioner of Pubna (No. 1847), dated 21 April 1800.

Sir,

I AM directed to acknowledge the receipt of your letter, dated the 18th instant, reporting the occurrence of a serious disturbance at Jungul, in Thannah Pungsa, on the 10th idem, when a detachment of the 2d Police Battalion in charge of Mr. Deputy Magistrate Lingham was opposed, and ultimately repulsed with the loss of two of their number by a body of riotous villagers and armed lateeals. A copy of Mr. Lingham's report of the occurrence has also been received from the assistant in charge of the Pubna magistrate's office.

2. The Lieutenant Governor very much regrets the occurrence of this disturbance; the more so that the unfortunate result of it was, by his own showing, wholly attributable to the deplorably bad management of the deputy magistrate, Mr. Lingham.

3. It is gratifying to learn by the latest accounts that one of the police sepoys left upon the ground, and believed to have been killed, is alive and doing well. But there is no room to hope that the life of the other, as well as the credit of the party, has not been sacrificed by Mr. Lingham's senseless conduct.

4. If "a small army of lateeals amounting to 1,200 men armed with spears, swords, bamboos, and shields," who showed that they were determined to attack Mr. Lingham's party," and who actually began to attack them whilst the weapons

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of war were flying about in all directions did not constitute a case for military action by a small party of 24 military police, it is inconceivable with what object Mr. Lingham could have taken the party with him. In not dispersing the armed rioters by the fire of the detachment after all milder measures had been found ineffectual, and after the rioters had actually attacked the police, the deputy magistrate failed in his duty to Government; and in ordering his party to retreat before the assailants, he ran the greatest risk of sacrificing the lives of all his men, and of giving rise to an extensive disturbance. It is providential that the result was not more distressing than it has been.

5. Whilst the Lieutenant Governor imputes nothing to Mr. Lingham in respect of his conduct on this occasion, beyond such extreme incompetence as an officer of police as must for ever prevent his being again employed in such a capacity, he feels it necessary to express his strong displeasure at the remarks on the behaviour of the military police, thus unworthily handled as they have been, which, notwithstanding his exposure of his own mismanagement, Mr. Lingham, has not hesitated to make.

6. It appears that notwithstanding the feelings which the men cannot but have experienced under such guidance, Mr. Lingham's life was gallantly saved by the havildar of the party, after the retreat he had ordered had commenced; and the seven prisoners taken were retained by the men, and marched off with them. The small detachment of 24 men had been divided into three parties, which were apparently at one time widely separated; and the men were prevented by Mr. Lingham from defending themselves in any rational manner. The imputations cast upon them by Mr. Lingham in the last paragraph of his report are entirely worthless; and this opinion will be conveyed to Major Rattray in transmitting a copy of your letter under reply, and of Mr. Lingham's report, to that officer.

7. Mr. Lingham is now deprived permanently of all police powers, and he will in future only be employed in the trial of petty criminal and revenue cases. He may be directed to proceed at once to the Sudder Station of Jehanabad, to which he was appointed on the 27th ultimo.

(No. 1849.)

Copy forwarded to the Commissioner of Patna for information and guidance.

(No. 1848.)

Copy of this letter and of the one to which it is a reply, forwarded for the information of the inspector of police battalions, with reference to his letter No. 244, dated the 17th instant.

From *F. Gouldsbury*, Esq., Commissioner of Circuit, Rajshahye Division, to the Secretary to the Government of Bengal, Fort William (No. 613), dated Rajshahye, 19 April 1860.

Sir,

In continuation of my letter, No. 611 of yesterday's date, I have the honour to forward for the Lieutenant Governor's information, copies of two reports received this morning from Mr. Bainbridge, the intelligence conveyed in which is satisfactory.

2. The rioters appear to have suffered rather severely from the fire of the military police, one having been killed and eight wounded. This is probably what saved the party from total destruction, which might have been the consequence of retreating before an armed infuriated mob, and at the same time preventing the military from using their arms in self-defence.

3. It

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3. It is satisfactory to find that the gomashta of Baboo Ramrutton Roy, who appears to have been one of the principals, is in custody, together with a number of minor rioters. I have informed Mr. Bainbridge that I shall be prepared to sanction any rewards that he may consider advisable to offer for any of the parties engaged in this outrage.

4. As the disaffection seems to be spreading among the ryots in the southern parts of the Pubna district, I would beg leave to suggest the expediency of two extra deputy magistrates with full powers (Europeans if possible) being attached to that district as a temporary arrangement for carrying out the provisions of the new Act. Mr. Harris will be put in charge of the Commercolly sub-division; one of the extra deputies might be stationed in the south-east part of the district, while the other might be sent to Dhurrumpore, or any other place the magistrate may fix upon.

5. I would not propose to make any alteration in the arrangements for sending down Lieutenant Reeves with the rest of his men, on account of the present tranquility, as I think the magistrate should have a considerable force at his command until the present excitement is over. I have every confidence in Mr. Bainbridge, who has shown great energy and activity since he took charge of the district.

From *L. A. Bainbridge*, Esq., Officiating Magistrate to the Commissioner of Rajshahye, dated 14 April 1860.

Sir,

I HAVE the honour to inform you that I reached this on the evening of the 12th, with 47 sepoys, in fast fishing boats.

I found the villages in which the riot occurred deserted, and the police in possession.

There is no present probability of further disturbance. The ryots in the neighbourhood are quiet.

One of the sepoys, and the body of a villager said to have been shot in the riot, were recovered on the 12th. The sepoy is not dangerously hurt, and the wounded peada will also recover.

No trace can be obtained of the other sepoy; there is little doubt he was killed and his corpse made away with.

I have offered 200 rupees for certain information; six villagers wounded with musket shots have been brought in to-day.

The principals, the Balleakandy chowdries and a gomashta of Ramrutton Roy of Narail are not yet in custody, no steps having been taken or evidence recorded before my arrival.

The riot appears at present to have been premeditated and entirely unprovoked. I am inclined to attribute it partly to the present disaffection with regard to indigo, but more to old hostility on the part of the principles, and the lawless character of the villagers, who appear to be the trained lateeals of this and the neighbouring district.

Mr. Lingham thinks Ramrutton's servants have special animosity against him for past official conduct.

There is every reason to believe that the Seikh havildar saved Mr. Lingham's life; I shall report him particularly.

I am inclined to think this unfortunate occurrence was rather the result of Mr. Lingham's reluctance to allow the sepoys to use their weapons, than cowardice on their part; he showed great personal courage himself.

Before leaving Pubna I wrote for 200 men from Furreedpore to be marched up *vid* Balliakandy, about six miles from here.

I expect them to arrive to-day or to-morrow, and shall keep 100 of them near this spot until after the sowings, as I think the demonstration necessary.

Matters are threatening at Belnabary, Mr. Imbert's concern, who writes that the ryots are destroying his indigo and beating his servants; also at Ghazipore in the Meerpore concern. I am anxious about the effect of this case in both places, and therefore sent Mr. Lingham with 50 men and the sub-lieutenant to the former; he will send for the ryots and have the notification of the Lieutenant

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Governor and the provisions of the law read and clearly explained, specially pointing out the folly and guilt and consequences of taking the law into their own hands pending His Honor's inquiries into the system.

If matters are soon settled there, he will return here and remain in charge of the Kamroops.

I have written to Mr. Harris to go to Ghazipore and do the like; he will take with him 15 sepoys, and there are 15 there already with the darogah.

I was obliged to send a large number with Mr. Lingham, because he has quite lost all confidence and refused to go without; he has been severely maltreated and allowance must be made.

I shall not leave this, unless compelled, until the principals are in custody.

I have sent for Ramrutton Roy's head servant, and when he comes will take measures which I trust will secure the presence of his gomashta and ryots.

The case is in a fair way to be proved against the chowdries also. I hope to arrest them as soon as the police discover their whereabouts. I shall use force if necessary.

I have sent copies of the new Act and the Government notification to all the thannahs with directions how to explain and where to publish them, only where misapprehension and confusion prevail; the police will report each publication. I have 13 sepoys with me.

The other 100 of the Kamroops, if sent, will return to Furreedpore, as I do not think they will be required.

It strikes me the police of this district are unusually bad and neglected.

The punsa darogah whom I found engaged with the case is a ryot of Ramrutton's.

I ordered two others down here before I left; neither have arrived, and one turns out to be imbecile.

I have repeatedly sent for the kushtea darogah, also not yet arrived.

The punda darogah, koksha naib darogah, and fouzdaree nazir, are engaged in arresting the defendants.

There are two first-rate darogahs in Burrisaul, appointed by me; would it be objectionable to apply for their transfer.

Mr. Lingham's serishtadar, the only omlah up to his work at present with me, also turns out to be a ryot of Ramrutton Baboo's.

From *A. L. Bainbridge*, Esq., Officiating Magistrate, to the Commissioner of Rajshahye, dated 15 April 1860.

Sir,

I HAVE the honour to report that the gomashta of Ramrutton Roy is in custody, with a number of minor rioters.

Two other wounded men have been found; Mr. Harris has forwarded a letter for Mr. Stephenson of Dobracole, of the 12th, to the effect that his ryots are wavering. I have written to Mr. Harris to ride out at once, summon them together, and have the law and intention of Government explained in his presence. Before my letter could arrive he had sent the deputy magistrate to Meerpore, so that he is still in the station himself.

P.S.—I have written to Mr. Lingham to say he must remain for a day or two.

Captain Drew and men from Furreedpore were reported close at hand yesterday morning. I shall ride over to him this morning at Baleeacondee.

From *F. Gouldsbury*, Esq., Commissioner of Circuit, Rajshahye Division, to the Secretary to the Government of Bengal (No. 624), dated Rajshahye, 20 April 1860.

Sir,

IN continuation of my letter No. 613, of yesterday's date, I have the honour to report for the Lieutenant Governor's information that a party of 80 of the Behar

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Behar Irregular Cavalry, under an European officer, have arrived here from Berhampore, and will proceed this evening to Pubna.

2. Mr. Bainbridge reports all quiet in the neighbourhood of Nischindepore, but seems apprehensive of disturbances at Meerpore, where, he states, the ryots were going about in gangs.

The detachment of the Kamroop battalion had returned to Furreedpore.

(No. 1912).

Copy forwarded for the information of the Government of India in the Home Department.

From *A. R. Young*, Esq., Secretary to the Government of Bengal, to the Commissioner of Rajshahye (No. 1936), dated 25 April 1860.

Sir,

I am directed to acknowledge the receipt of your letters, Nos. 611 and 613, dated the 18th and 19th instant, enclosing copies of two reports from Mr. Bainbridge of the late disturbance at Jungul in the Pubna district, and of the state in which he found the villages on his arrival there.

It is stated that there is no present probability of further disturbance, and that the ryots in the neighbourhood are quiet. Mr. Bainbridge also reports that the gomashta of Baboo Ramrutton Roy, who appears to have been one of the principals in the riot, is in custody, together with a number of minor rioters.

Great credit is due to Mr. Bainbridge for the prompt and effective action taken by him against the rioters. You will be so good as to convey to that gentleman the expression of the Lieutenant Governor's appreciation of his exertions.

Your recommendation for posting two extra deputy magistrates in Pubna, as a temporary arrangement for carrying out the provisions of the new Act, is approved, and as soon as possible two competent officers will be sent on this special duty.

The Lieutenant Governor desires me to request that you will recall the sowars lately placed at your disposal, and whom you very hastily and injudiciously, and not quite properly, sent back, without previous sanction; you will order the men to proceed immediately to Pubna to act under the orders of Mr. Bainbridge.

Lieutenant Reeves has been vested, as recommended by you, with magisterial powers, which he will exercise within the Pubna district.

— No. 26. —

From *A. Grote*, Esq., Commissioner of the Nuddea Division, to the Secretary to the Government of Bengal, Fort William (No. 36 Ct.), dated Alipore, 10 February 1860.

Sir,

I beg to lay before Government the enclosed original correspondence between Mr. Larmour and this office, and at the same time to explain my reasons for doing so.

From Mr. Larmour, dated 28th January 1860.
From Commissioner, No. 20 Ct., dated 2d February 1860.
From Mr. Larmour, dated 4th February 1860.

2. Mr. H. Mackenzie, of Jingergatchah addressed me on the 14th October last, complaining of the mischief which had been done in his indigo villages by Baboo Hemchunder Kur's perwanah to the police, which is the subject of Mr. Larmour's letter. In reply, I referred him in the first place to the magistrate of Baraset, but as there were among the enclosures of Mr. Mackenzie's letter certain papers which led me to doubt the propriety of the deputy magistrate's proceedings, I at the same time called on Mr. Ward to send me a copy of

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the instructions which Mr. Eden had issued to the Baboo, and other information.

3. Mr. Ward did not comply with this call till the 5th ultimo, and his report did not reach the office till after I had rejoined it on the 19th idem.

4. Meanwhile the magistrate of Nuddea had reported (20th December) the prevalence of a rumour in the south-east part of his district, that Government was opposed to the cultivation of indigo, and submitted for Mr. Reid's sanction a proposal to issue an order which should have the effect of counteracting it; Mr. Reid replied, admitting that some such step might be necessary, but requesting that it should not be taken till after he had visited the locality, which he expected to do in a few days. I submit this correspondence, in original, for his Honor the Lieutenant Governor's perusal.

From Magistrate, No. 315, dated 20th December 1859.
From Commissioner, No. 2 Ct., dated 3d January 1860.

5. On relinquishing charge of this office, Mr. Reid put on record the following note, which left the case for my disposal.

"There is a letter in this bundle from the magistrate of Nuddea (No. 315 of 20th December), which requires further orders, but I postponed passing any until I had visited the part of the country referred to, and had received a reply to the Baraset magistrate's letter about Mr. Mackenzie's complaint. The latter has not yet been received, although twice takeeded for. The opposition to the sowing of indigo in the southern part of the Mulnath concern, in the villages of Foolsurra, appears to have partly originated from a quarrel between the factory and one of the Ranaghat zemindars; but it is also, I think, partly owing to the dissemination of the orders passed by the deputy magistrate of Kallarooah to his darogahs. The opposition in the Baraset distinct appears to be attributable to the latter cause only. I think the issue by the deputy magistrate of the orders referred to was injudicious, and that some steps should be taken to remedy the evil which has occurred; but, in the issue of any counter-orders on the subject, great care must be taken that they do not go too far in the opposite direction. I think some such order as that suggested by Mr. Drummond might be issued."

6. I immediately wrote demi-officially, both to Mr. Reid and Mr. Drummond, and on receipt of their replies, which I have recorded, and after careful consideration of Mr. Ward's report, I noted as follows on the 30th ultimo:—

"It appears to me after reading Mr. Reid's and Mr. Drummond's demi-official notes on this subject, that it is best to let it drop. I agree with the former that the deputy magistrate of Baraset acted very injudiciously, and I do not think Mr. Eden should have handed over the Government order, as he did, to an officer but imperfectly acquainted with English.

"The deputy magistrate, I observe, says that his publication of the order in the thannahs was within Mr. Eden's cognizance."

7th. Mr. Larmour's first letter came before me on the following day, and so did a communication from the joint magistrate of Jessore, from which I extract in the margin.*

8th. It has been affirmed then, from three different quarters, that a misimpression existed of the real purport of the Government orders, dated 21st July 1859, No. 4516, and that this has caused an uneasy feeling in a part of the indigo districts. Under these circumstances, I consider it to be my duty to inform the Lieutenant Governor of all that has passed on the subject, but I still hold to the opinion of my note of the 30th ultimo. I do not, in fact, see in what way an order could be worded that would be merely a corrective of the mischief done by the deputy magistrate's injudicious perwannah.

9. I have not yet received any report from the magistrate on the outrage on Mr. Campbell referred to in Mr. Larmour's last letter.

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* "A report has got about that the Lieutenant Governor during his visit to Nuddea District gave out that Indigo Planting was oppressive and ryots were to be told that they were not in any manner bound to sow Indigo unless they pleased, even though they had taken advances or entered into contracts. Indigo Planters state that ryots are putting the most liberal construction on this, and are becoming perfectly unmanageable, and they fear that this feeling will spread and consummate the ruin of their factories. That some such notion has got abroad is apparent from various petitions, &c, filed of late; but the outbreak apprehended has not shown itself very generally as yet."

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From *R. T. Larmour*, Esq., General Mofussil Manager for Bengal India Company, to the Commissioner of Nuddea, dated Mulnagh, 28 January 1860.

Sir,

I REGRET to be again compelled to appeal to you for protection against the acts of an officer of Government.

In the month of September last, the deputy magistrate of Kallarooah issued the accompanying perwannah on his police throughout the subdivision; it was made known by beat of drum at all the principal bazars on market day; and the only real object of such a perwannah was to instigate the ryots not to sow indigo or fulfil their contracts with the factories.

The ryots of this concern, however, did not immediately listen "to the voice of the tempter;" they came as usual to the factories, made their accounts, and received their advances from the hands of my assistants, Messrs. Campbell and Hyde.

Everything went on smoothly until the deputy magistrate came out on his Mofussil tour. During his stay at Goberdangah, it was reported to me that he had made known his hostile feeling towards the planters, and that the ryots would likely take advantage of such feeling, they did not do so. The deputy magistrate passed on to Gyeguttah; he was there for some days; no ryots made any complaint; but on his arrival at Chunbarreah, the ryots of Baboo Symchunder Pal Chowdry from Doorgapore and Gyeguttah factories put in petitions to say that I wished to force them to sow indigo, an order is immediately passed on these petitions taking it for granted that I do and will oppress the ryots; and the police are ordered out to protect and virtually to encourage the ryots in not sowing indigo, although they have received their advances, and up to the time of the deputy's arrival at Chunbarreah had never made a complaint of any kind. Had the ryots of Gyeguttah any cause of complaint they would surely have made it when the magistrate was encamped close to their villages. Had the deputy known my character or the state of his subdivision (and I cannot believe him ignorant of either), he must have known in his heart the petitions made by the ryots were utterly false, and that no lattials are ever employed by me to coerce ryots; still every encouragement is given to the ryots to act dishonestly, and burkundazes from Goburdangah thannah are placed in the villages to prevent either my servants or assistants from going near them, and of late, when they have done so, they have been pelted by clods, and saved from further maltreatment by the speed of their horses.

It is only two years since Syamchunder Pal Chowdry's people nearly murdered my assistant Mr. Cockshott, and every encouragement is now being given to him to attack my assistants at Gyeguttah and Doorgapore.

I can only repeat that it pains me to again come before you; my difficulties have never been with my ryots, but with officers of Government, who have instigated the ryots to rebel and avoid their engagements, and a better proof of this could not be than when Molavi Abdool Luteef shut up my factory of Peepragatchee; that since his removal, (now six years since), I have not had any difference with the ryots, nor has ever any complaint been made against me or my servants.

It is quite impossible for me to get respectable Europeans to serve me or to carry on business at all in the Mofussil, unless I receive fair play from the hands of the Government. If the officers of Government are permitted to go round the districts, as has been the case of late, instigating people to act dishonestly and ruin the planter, and to maltreat Europeans, there is no course open but to retire from the Mofussil.

The sowing season is now coming on, and unless Government will be pleased to issue a notice to counteract the effects of the accompanying perwannah, and that it is not the wish or intention of Government to interfere in any way with the trade of the Mofussil, or allow its officers to gratify their feelings against the European by a repetition of these sinister attacks, our difficulties must increase.

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From *A. Grote*, Esq., Commissioner of Nuddea Division, to *R. T. Larmour*, Esq., General Mofussil Manager for the Bengal Indigo Company, (No. 20 Ct.), dated Allipore, 2 February 1860.

Sir,

In reply to your letter dated the 28th ultimo, in which you express a desire that Government should issue a notice to counteract the effects of a perwannah issued in September last by deputy magistrate Hemchunder Kur, I beg to remind you that my *locum tenens*, Mr. Reid was encamped for three days at Bongong, without receiving any intimation from you of the necessity of such a course. He seems to have considered the opposition offered by the people to indigo sowings in the south part of the Mulnath concern, to have been due in a great measure to your quarrel with the Pal Chowdrees.

2. If it is still your wish that I should hand your letter up to the Lieutenant Governor, you should, I think, enable me to explain at the same time why, when Mr. Reid had so good an opportunity of satisfying himself whether mischief had or had not been done by the deputy magistrate's perwannah, you omitted to move him on the subject.

From *R. T. Larmour*, Esq., General Mofussil Manager for the Bengal Indigo Company, to the Commissioner of Nuddea, dated 4 February 1860.

Sir,

I have the honour to acknowledge the receipt of your letter, dated 2nd instant, and in reply beg to state that I called on Mr. Reid, at Jessore, and he informed me he had sent for a copy of the perwannah issued by the deputy magistrate, Baboo Hemchunder Kur, and had ordered the deputy to meet with him at Bongong; Mr. Reid acknowledges the impropriety of the deputy's proceedings, and said he would do all in his power to rectify the mischief; my assistant Mr. Campbell called on Mr. Reid at Bongong (I was absent, being obliged to visit the Pathatasur concern in Moorshedabad), and he also represented the construction that had been placed by zemindars and ryots on the perwannah in question, which was to the effect that it was the wish and desire of the Government to put a stop to indigo planting throughout the district.

That the issuing of the perwannah and the deputy magistrate's tone has caused my present difficulties, there cannot possibly be a doubt. The ryots made their accounts, took their advances, and measured off their lands, marked and numbered as is customary, but during the past month the ryots of Baboo Syamchunder Pal Chowdry in particular have shown a bad feeling, and I regret to inform you that my assistant, Mr. Campbell, was yesterday surrounded by lattials near the village of Russulpur in Thannah Goberdangah; both he and his horse were knocked down, and he lay on the field insensible for an hour, and has been very severely beaten. He has gone to Kishnaghur to petition the magistrate, and who, I am in hopes, will afford us protection and redress. I have done all in my power to see every justice done my riots; I never have a difficulty with them unless at the instigation of Government officers. I have induced young men of the highest respectability to join the Bengal Indigo Company as assistants; but how can I expect them to remain, or to carry on business at all, if they are thus to be maltreated when riding quietly over their cultivation. We have no means of protecting ourselves, and living isolated as we do; unless we have protection, we must leave the Mofussil.

I must earnestly beg you will lay my petition before the Lieutenant Governor. I have never resorted to force, and never will, in getting ryots to act fairly towards me. I pay liberally and well, and the money is paid into the ryots' own hands by my assistants and myself, and all I pray for is that the people should not be instigated (as has been the case) to quarrel with me, and that such notorious characters as Syamchunder Pal Chowdry should not receive any encouragement to bully my servants and maltreat my assistants.

When it is borne in mind that Mulnath concern extends over one-third of Kishnaghur district, and that from year's end to year's end there is never a complaint

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plaint made against me or my servants, I think it will bear out all I have represented to you as to my fair dealing towards every one, and that I do all it is possible for a man to do in seeing justice done the ryots of the concern. I honestly confess I cannot contend against the Government officers, and I firmly believe the Lieutenant Governor will not sanction the acts of the deputy magistrate, Baboo Hem Chunder Kur.

From *E. Drummond*, Esq., Magistrate of Nuddea, to the Commissioner of Circuit Nuddea Division (No. 315), dated Nuddea, 20 December 1859.

Sir,

I HAVE the honour to inform you that there is a report current about the south-eastern part of this district to the effect that Government is opposed to the cultivation of indigo, and that an order to that purpose will shortly be issued.

2. This report I believe to have been spread in particular instances, by designing persons to do their immediate neighbours harm, but I have no doubt that it owes its origin to the occurrences in Baraset, and that it is rapidly spreading and will do much damage in this district, if not checked at once.

3. Both to the planters, as the ryots have already without any good cause or other assignable reason began leaguing together against one or two factories to refuse to cultivate indigo.

4. And to the ryots, as they are, so to speak, cutting their own throats, and neglecting all cultivation, and wasting their money and time in litigation, instead of remaining quietly at home and cultivating their lands.

5. I believe it therefore to be very desirable, for the good of both the ryots and the planters, at once to put a stop to this false impression, and therefore beg to annex an English proceeding with translation into the vernacular, which I have prepared, and on which I propose, with your sanction, to issue orders to all darogahs within whose jurisdiction it may seem necessary so to do.

6. I would beg respectfully to remind you that these groundless rumours spread very fast, and therefore request the favour of your favouring me with a reply as soon as you conveniently can. The season for making the indigo advances is rapidly passing also, and therefore every day gained is important.

I only propose issuing these orders on the darogahs of three or four of my south-eastern thannahs at present, and should therefore not have troubled you in the matter, had not the subject generally been one of some importance, and one requiring also delicacy of treatment.

WHEREAS it has come to my notice that there is a report among the ryots of some villages in this district that the Government disapproves of, and is about to issue an order prohibiting the cultivation of indigo; and whereas I have strong grounds to suspect that evil disposed persons are spreading this report, to the injury of both planters and ryots; it has therefore appeared proper to me to order the darogahs in whose name this perwannah is to be issued, to proclaim within their jurisdiction notice to the following effect:—

That the Government has not issued, nor is it going to issue, any orders prohibiting the cultivation of indigo. This is a matter that sorely concerns the planters and ryots, and in which Government in no way concerns itself.

At the same time the darogahs will use all vigilance to detect and apprehend any designing persons found spreading all such foolish and malicious reports, which injure both the good name of the Government and the welfare of its subjects, and will send them into me without delay to be punished as they may deserve.

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From the Commissioner of the Nuddea Division to the Magistrate of Nuddea (No. 2 Ct.), dated 3 January 1860.

Sir,

I HAVE the honour to acknowledge the receipt of your letter, No. 315, dated the 20th ultimo, and to inform you in reply that although I am inclined to concur with you that it may be necessary to issue a notice of the description of that forwarded by you, with the view of counteracting the report which you state to be current in the south-eastern parts of your district, regarding the cultivation of indigo, I would not wish any further steps to be taken towards issuing it until I have myself had an opportunity of visiting the locality referred to, which I hope to be able to do a few days hence, when I will communicate further with you on the subject.

2. At the same time, I beg to point out that the issue of that portion of your proposed proclamation which is included in the third clause thereof would in my opinion be not only illegal but also injudicious.

3. It would, it appears to me, give the officers of the police an authority which they do not possess under the law, viz., that of arresting and sending in parties who might be found by them to be offending in the manner alluded to, viz., "spreading foolish and malicious reports injurious to the good name of Government and the welfare of its subjects," and an undue advantage might, not impossibly, be taken to make the clause alluded to a handle for the oppression of innocent parties.

From Lord *H. Ulick-Browne*, Under Secretary to the Government of Bengal, to the Commissioner of Nuddea (No. 847), dated 8 March 1860.

Sir,

I AM directed to acknowledge the receipt of your letter, No. 36 Circuit, dated the 10th ultimo, submitting some correspondence with Mr. Larmour, relative to the excitement at present prevailing in the Kishnaghur district, which is said to have been occasioned by a perwannah to the police issued by Baboo Hemchunder Kur, Deputy Magistrate in Charge of the Kalarooah Sub-division, and in reply to request that you will be so good as to submit, for the Lieutenant Governor's information, a copy of the perwannah in question, as soon as possible.

From *A. Grote*, Esq., Commissioner of the Nuddea Division, to the Under Secretary to the Government of Bengal, Fort William (No. 66 Ct.), dated Allipore, 9 March 1860.

Sir,

IN reply to your letter, No. 847, dated 18th instant, I beg to send you a copy of the perwannah in question, with a translation.

2. I believe that his Honor the Lieutenant Governor's order on the Joyrampore petition, which as I informed you in my letter dated 6th instant, No. 62 Ct., I had directed the magistrate of Nuddea to promulgate, will have an excellent effect in explaining to all parties what the views of Government really are. I have just received a satisfactory assurance to this purport from Mr. Herschel, whose camp I join to-morrow.

3. I take this opportunity of laying before Government a Bengalee letter with translation, which is said to have been intercepted by Mr. Forlong, who handed it on to Mr. Drummond.

It may or may not be authentic; the moderation of its tone inclines me to believe it to be so. At all events, agitation from some quarter is at work to promote petitioning on the part of the ryots, while, on the other hand, the English press is being worked to represent these petitioners as ready for agrarian outrages to which as yet they have shown no disposition.

4. I trust

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4. I trust his Honor the Lieutenant Governor may now have leisure to take up the subject of my letter No. 141 C., dated 7th November last. In the concluding para. of that letter, I hinted at the possibility of the police misinterpreting the previous orders of July, though at that time I had only Mr. Mackenzie's assertion that they had done so in the case of the darogah of thannah Sarsah. Had Mr. Ward reported in reply to my call, before I left this office for the Board of Revenue, I should probably have recommended to Government an authoritative cancelment and withdrawal of his notification, which could not then have caused the mischief now ascribed to it.

DAROGAH, THANNA KALLAROOAH.

WITH reference to a letter, dated 17th August last, from the magistrate of Baraset, forwarding an extract from a communication from the Secretary to the Government of Bengal, to the address of the Commissioner of the Nuddea division, No. 4516, under date the 21st July 1859, being to the effect that in cases of dispute about the cultivation of indigo, ryots shall retain possession of their respective lands, and grow whatever crops they may wish thereon, and that it is incumbent on the police to see that in so doing they are not molested by indigo planters or other parties; further, that planters shall not forcibly sow indigo on the ryots' lands on the plea of the latter having entered into agreements with them, but that where such agreements have been entered into by ryots, it is competent to indigo planters to sue them in the Civil Courts, the Criminal Courts having no jurisdiction in such cases, as the ryots, whether admitting or denying their engagements, may advance many valid pleas for not cultivating indigo,—you are required for the future to proceed in conformity with the above.—20th August 1859.

TRANSLATION of Bengalee Letter.

WE have learnt from our mooktear that the Government intend to depute some Commissioners into the Mofussil in order to hold local inquiry, and to report whether the complaints of the ryots against the oppression on the part of indigo planters, as contained in the several petitions presented to Government, and as published in the newspapers, are correct. The planters also having been cognisant of this deputation, threaten the ryots with wrong, meaning that the Commissioners will come into the Mofussil for the purpose of making the ryots cultivate indigo. The object of this misinterpretation is to deter the ryots from speaking against them, so that the Commissioners will not be able to hear any complaints from the ryots, and the consequence will be that the complaints already preferred will be falsified, and Government will place no more confidence in any future petitions.

2. The unjust orders of the former magistrate in cases concerning indigo have already made an impression on the minds of the ryots, that all the authorities are in favour of the planters, and the wrong interpretation put upon the intended deputation by the latter, will, in the above state of mind, be received by the ryots as probable. You will therefore explain to all the ryots, that although the orders of the magistrate might have been unjust they need not be afraid of the threats of the planters, that they may come forward in thousands to represent their calamities to the Commissioners; that this is the last resource they can resort to; that if they remain silent the Commissioners will report that there is no disturbance in the Mofussil; that it will turn out to their favour if they all at a time present petitions of their complaints, and that those who will make no petitions will not be exempted from cultivating indigo, nay, they will be in the hands of the planters for eternity, and will have to bear the burden of those exempted from the cultivation as a result of their remonstrances. You will also spread such other threats as will induce the ryots to combine and make petitions, for the planters will gather their own people and make them say before the Commissioners that they are not subject to any oppression whatever, and thus there will be no end to the distress of the ryots. You will further take measures to circulate in Patherghatta also the above suggestions.

From *A. R. Young*, Esq., Secretary to the Government of Bengal, to the Bengalee Translator to Government (No. 931), dated 15 March 1860.

Sir,

I AM directed to forward to you herewith a copy of a Bengalee perwannah, and to request that you will, as soon as possible, furnish the Lieutenant Governor with an exact and accurate translation thereof.

Two versions in English of this document have been submitted to Government, of which copies are also herewith transmitted. These, you will observe, differ materially in the rendering of some passages. It is the desire of the Lieutenant Governor to ascertain the precise meaning of those passages in particular.

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From the Government Bengalee Translator, to *A. R. Young*, Esq., Secretary to the Government of Bengal, dated Serampore, 16 March 1860.

Sir,

I HAVE the honour to acknowledge the receipt of your letter, No. 931, dated the 15th March 1860, enclosing copy of Bengalee perwannah, of which I have the honour to forward, according to your request, an accurate translation. The two versions of it accompanying your letter are also herewith returned.

TRANSLATION.

To the darogah of thannah Kalarooah. Take notice.—A letter from the magistrate of Baraset, dated the 17th August 1859, having been received, accompanied by an extract from an English letter from the Secretary to the Government of Bengal, to the address of the Commissioner of the Nuddea division, dated 21st July 1859, No. 4516, to the following purport, that in cases of disputes relating to indigo ryots shall retain possession of their own lands, and shall sow in them what crops they please, and the police will be careful that no indigo planter, nor any one else, be able to interfere in the matter, and indigo planters shall not be able forcibly to cause indigo to be sown on the lands of those ryots on the ground that the ryots consented to the sowing, &c., of indigo. If ryots have so consented, the indigo planter may bring an action against them in the Civil Court. The Criminal Court has no concern in these matters, because, notwithstanding such contracts, or such consent withheld or given, ryots may urge unanswerable excuses against the sowing of indigo. A copy of perwannah is therefore issued, and you are requested in future to act accordingly.—Dated 20th August 1859.

From *A. R. Young*, Esq., Secretary to the Government of Bengal, to the Honourble *A. Eden*, Joint Magistrate of Baraset (No. 1193), dated 24 March 1860.

Sir,

Letter from Commissioner of Ruddea, No. 36, Ct., dated the 10th February last, with its Enclosures.

I AM directed to forward to you a copy of the correspondence noted on the margin, relative to the excitement at present prevailing in parts of the Nuddea division in connexion with the cultivation of indigo, which is said to have had its origin partly in an indiscreet perwannah issued to the police, and made known by beat of drum in all the principal bazars of his subdivision in August last by your subordinate, Baboo Hem Chunder Kur, deputy magistrate of Kalarooah; and I am to request that you will be so good as to submit, for the Lieutenant Governor's information, an explanation of the circumstances of the case as soon as possible.

2. The points upon which the Lieutenant Governor desires to be particularly informed are—first, as to how, that is, in what form, the Government order of the 21st of July 1859, No. 4516, was forwarded to the deputy magistrate; and, secondly, as to what portion of it was so forwarded.

3. Your special attention is directed to the second paragraph of the office note recorded by the Commissioner of Nuddea on the 30th of January last, quoted in paragraph 6 of his letter, No. 36 Ct., dated the 10th ultimo, in which it is stated that the publication of the order in question in the thannahs was within your cognizance.

4. The Lieutenant Governor observes that it would seem to have been unnecessary, and therefore improper, on your part, to make your subordinates acquainted with a discussion on a question of practice between the Government, the Commissioner, and yourself, or with the results thereof, otherwise than in the shape of a bare order sufficient to guide their action into conformity with the decision arrived at.

5. Three separate translations of the deputy magistrate's perwannah are forwarded with this letter. One of these was submitted by the Indigo Planters' Association, another was received from the Commissioner, and the third was obtained from the Bengalee Translator to Government, in consequence of the difference between the other two. The last translation, which of course is the one to

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to be regarded officially, places the wording of the perwannah in the least objectionable form; but it still leaves the last sentence open to strong objection, as being capable of the interpretation that generally, or indeed always, ryots have unobjectionable excuses for not growing indigo although they may have contracted to do so. It may thus be turned into an apparent invitation to ryots universally to break their contracts.

In so important and delicate an affair it would seem to have been especially incumbent upon you to have given directions to the deputy magistrate so carefully worded that he could not have fallen into this gross error.

7. But the Lieutenant Governor will await your explanation before pronouncing an opinion on the case.

From the Honourable *A. Eden* to the Secretary to the Government of Bengal; dated Fort William, 28 March 1860.

Sir,

I HAVE the honour to acknowledge the receipt of your letter, No. 1193, dated 24th March, forwarding a copy of correspondence relative to the excitement at present prevailing in parts of the Nuddea division in connexion with the cultivation of indigo, which is said to be partly owing to a perwannah issued to the police by Baboo Hem Chunder Kur, Deputy Magistrate of Kalarooah, and calling upon me for an explanation of the circumstances of the case as soon as possible.

2. I much regret that this opportunity of furnishing an explanation was not afforded me earlier, so that I might have obtained from Baraset and Kalarooah such papers as I require. I will however endeavour to give all the information I can from such papers as I have by me, and from communications that I have had on this subject with Mr. Ward, my successor, and Baboo Hem Chunder Kur.

3. It will be remembered that, early last year, the ryots of the Bengal Indigo Company applied to me for protection from the threatened forcible dispossession of their lands by Mr. Larmour. The factories of the Bengal Indigo Company in connexion with which these disputes arose, being situated in the sub-divisions of Kalarooah and Tarragooney I forwarded the petition in original to Baboo Oboy Churn Bose, then in charge of both sub-divisions, and directed him to issue orders for the protection of the complainants, provided that the lands proved to be undoubtedly the ryots' own. Mr. Larmour complained to the Commissioner, who directed that my order should be cancelled, and that the protection of the police should be withdrawn from all ryots, who were alleged by the planter to be under advances to him for the cultivation of indigo. As the case was before the Deputy Magistrate of Tarragooney, I at once followed the usual course of forwarding to him Mr. Grote's letter, and directed him to carry out the Commissioner's orders. Having done this, I remonstrated with Mr. Grote against the view he had taken, and some correspondence passed between us on the subject with reference to a difficulty in which the deputy magistrate was placed as regarded another planter, in consequence of these orders.

4. The correspondence was forwarded by the Commissioner to Government, and the decision of Government was communicated in your letter, No. 4516, dated 21st July 1859. On the receipt of that letter, I, in the usual course of routine, forwarded a copy by endorsement to the deputy magistrate, before whom the cases in question were, and my order to whom had given cause for the reference to Government. The letter of the Commissioner had been forwarded to the deputy magistrate, and it was absolutely necessary that he should be informed that the mode of practice laid down by the Commissioner was to be discontinued. It is always the custom to forward such letters to the officers concerned, and I certainly do not see how the views of Government could have been conveyed to that officer in a more unobjectionable manner than in the precise words of Government. The difference of opinion between the Commissioner and myself as to the course which the law prescribed for magistrates in indigo disputes was well known to the deputy magistrate, and he had himself taken part in the correspondence

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connected therewith, and it appears to me that it was both necessary and desirable that he should know the grounds and reasoning upon which the Government arrived at the conclusions detailed in that letter. I cannot think that a simple order emanating from myself, to the effect that the Commissioner's orders were to be considered cancelled, would have been respectful to that officer, and such a course would certainly have been unusual.

5. The deputy magistrate took no action whatever on the Government orders, simply recording them, as it was intended he should do, for his future guidance in indigo cases.

6. Shortly after this, when Baboo Hem Chunder Kur was transferred from Kaligunge to Kalarooah, he came into Baraset and wished me to get the order for his transfer recalled. Baboo Hem Chunder evinced great reluctance to join his appointment at Kalarooah in consequence of the difficult position in which he would be placed as regarded the indigo planters. He urged that the power and influence of the Bengal Indigo Company is such, that no native official of independent spirit is willing to be brought into contact with them, and he referred to the case of Moulvie Abdool Luteef, who was removed from the sub-division for issuing orders precisely similar to those which I had issued, and which led to the discussion with Mr. Grote. I assured him that if he administered justice in a straightforward and conscientious manner between man and man, he would have no cause to fear any influence that might be brought to bear against him, and I declined to apply for his retention at Kaligunge. He then said that as the greater portion of Mr. Larmour's cultivation was in his sub-division, he thought it only right that he should have a copy of the Government orders regarding those disputes that he might be guided by them in any cases that occurred. His request appeared to me to be reasonable, natural, and proper, and I was clearly of opinion that he was entitled to have a copy of the Government ruling on an important practical question of this kind, connected with his sub-division, and which would in all probability be constantly referred to in cases pending before him. I saw no necessity however for letting him see the extent to which Mr. Grote and myself differed on this subject, as he had lately arrived in the district, and had taken no part in the previous discussion; I therefore merely sent him that portion of the Government letter which related to the general question of police interference in indigo disputes. I have nothing before me which enables me to speak authoritatively, but to the best of my belief the portion of the letter sent to him was from the 12th para. to the end of the letter, and this extract was forwarded with my letter annexed hereto.

7. Your letter next directs my attention to the 2d para. of the office note recorded by Mr. Grote, and quoted in the 6th para. of his letter, No. 36, dated 10th February. I cannot but express my regret that Mr. Grote, who was in constant communication with me in Calcutta, should, without speaking to me on the subject, have seen fit to record that the deputy magistrate stated "that the publication of the order in the thannahs was within Mr. Eden's cognizance." I most positively assure his Honor that I had no cognizance whatever of the publication of the order; the first I heard of it was in casual conversation with Mr. Grote, some months after its publication, and the first I saw of it was in the public newspapers. I think that it will be found that its publication did not take place when I was in charge of the Baraset magistracy, and could not therefore have been within my cognizance. From what I have since heard from Mr. Ward and Baboo Hem Chunder, I apprehend that Mr. Grote entirely misunderstood the deputy magistrate; it will, I believe, be found on inquiry, that what the deputy magistrate said was, that the "publication of the perwannah was known to the magistrate of Baraset, but that he did not know whether that officer had approved his proceedings," the magistrate of Baraset here alluded to being Mr. Ward and not myself. From what Mr. Ward said to me I was under the impression that he had fully explained this to Mr. Grote and to Mr. Reid. The deputy magistrate's intimation of the publication of this perwannah to the magistrate of Baraset will doubtless be found among the Baraset records; the orders passed thereon and the date of its receipt, will show clearly whether or no I was at that time at Baraset. In the meantime it would appear from Mr. Larmour's own letter of the 28th January that the publication of the perwannah occurred in September last, about one month after I had left the district.

8. Had

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8. Had I remained in the district, I should not have approved of any orders to the notice on the subject of the Government letter, for such orders were then unnecessary, the indigo cultivation for that season being over. I should have known from past experience that the publication of any such order would, in all probability, have been made use of by the planters as a convenient excuse to which to attribute the natural unwillingness of their ryots to sow whenever occasion might require. In the month of August, moreover, it was not likely that the police would be called upon to act on an emergency, and without obtaining the special orders of the magistrate in each case; and I issued no orders myself to the police in the thannahs under my immediate charge in connexion with the Government letter, neither did the deputy magistrate of Taragooney. It never occurred to me that it was possible that the deputy magistrate of Kalarooah should issue any general orders to the police, for sub-divisional officers are prohibited from issuing such orders without obtaining the previous sanction of higher authority, and whenever any general orders have been thought necessary, I have always issued them myself to all the thannahs. Finally, it was a case in which general orders were useless, as forcible entry is one of that class of cases which the police cannot investigate without orders of the magistrate, and I can only attribute their issue to the fact that Baboo Hem Chunder had been principally employed in the Dacoity Department, and had but little experience as an executive officer.

9. Having shown that I had no cognizance of the publication of the perwannah alluded to, I may perhaps be permitted to say a few words in connexion with that document. I have no wish whatever to screen myself behind my subordinate, and am desirous of bearing any portion of the responsibility of its issue which can justly and fairly be attributed to me. It is certain that the deputy magistrate would not have issued the perwannah if he had not received a copy of the Government letter upon which it is founded; the responsibility of furnishing him with that copy is clearly mine, my reasons for having done so I have alluded to above, and it is difficult for me to say more without appearing to desire to throw blame upon those whose acts it is not for me to call in question. I may however briefly say that the influence exercised by the Bengal Indigo Company has long been such, that the subordinate officers of Government in that neighbourhood have been afraid to do their duty, and the police have in some cases been the instrument made use of by the planters for oppressing the people. Since the removal of Moulvie Abdool Luteef no native official has dared to act independently, and few ryots have dared to complain. It is not becoming that I should speak in further detail on the subject, but I would request that his Honor may be pleased to call for the papers connected with the Moulvie's case, and with the decision of the judge of the 24 pergunnahs on the appeal made in connexion with the magistrate's proceedings in that case; his Honor will then be enabled to understand why, amongst other reasons, I thought it necessary to strengthen the hands of the deputy magistrate by affording him the benefit of a perusal of the views of Government as to the protection which it is the duty of the police to afford to cultivators, more especially as these views were elicited in a case connected with the cultivators of that particular sub-division. I have before pointed out to superior authority the very difficult position in which magisterial officers are placed for want of an authoritative ruling on the subjects, and I have shown that in this matter, the executive and judicial functions of a district officer frequently clash, and that in disputes regarding indigo it is exceedingly difficult to combine expediency with justice; the Government order of July last was that for which I had so often asked for myself and subordinates.

10. It has always been the practice in districts in which I have been, and I have the authority of several very experienced officers for stating that the practice generally prevails, of forwarding to the lower courts and sub-divisional offices all orders whether of Government or the Sudder Court, laying down a particular course of action in a particular class of cases; and this has been more especially the practice where such orders have reference to cases occurring within the jurisdiction of such subordinate officers. I may remark that Mr. Grote is mistaken in saying that the communication of these orders was in this case injudicious on the ground that the deputy magistrate has an imperfect knowledge of English, for I believe that there are few natives of this country who possess so accurate a knowledge of our language as the officer in question.

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11. It never occurred to me that there was anything in the Government letter, which was likely to cause mischief or to be misunderstood; it appeared to me to be a full, clear, and conclusive exposition of the law as it stands, and I have for the last three years based orders upon the principles therein upheld.

12. In the 8th para. of that letter you remark this is a most important practical question, and the Lieutenant Governor thinks it is strange that it has not been authoritatively determined before now, as cases of this sort are of daily occurrence. Fully concurring in this view, I was of opinion that I was acting with propriety in communicating this most important ruling to those who above all required it, and who looked to me for instruction and advice; it even appears to me that I should have incurred great responsibility had I kept the Government order secret.

13. In your letter now under reply, the last para. of the deputy magistrate's perwannah is pointed out as being open to the objection that it is capable of the interpretation, that generally, or indeed always, ryots have unobjectionable excuses for not growing indigo, although they may have contracted to do so. The wording of the Government letter is this: "The ryots may confess the engagement, and still have many irresistible pleas to avoid the consequence the planter insists upon." The wording of the deputy magistrate's perwannah is: "The Criminal Court has no concern in these matters, because notwithstanding such contracts or such consent withheld or given, ryots may urge unanswerable excuses against the sowing of indigo." The wording of my letter was: "Such promises can only be produced against the ryots in the Civil Court, and the magisterial authorities have nothing to do with them, for there must be two parties to a promise; and it is possible that the ryot, even whose promises or contracts are admitted, may still have many irresistible pleas to avoid the consequence the planter insists upon; the consequence alluded to being the forcible dispossession of the ryot by the planter. The question was whether, if the planter asserted that the ryot had agreed to sow indigo, such ryot had a right, supposing him to admit the existence of a contract, to demand the assistance of the magistrate when threatened with being ousted from his land. My meaning in saying that even when he admitted his contract, he might still urge irresistible pleas why he should not be summarily dealt with, and such pleas as the Civil Court alone would be qualified in adjudicating on, may be more fully understood from the following extract of a letter which I had the honour to address to the Commissioner of Nuddea in June 1858: "Another reason suggests itself to me why the Criminal Court should neither adjudicate summarily in questions of contracts to sow indigo, nor compel their enforcement. Even supposing such contracts to be voluntary engagements, their non-fulfilment would not necessarily imply fraud. The ryot might have taken the advance with the distinct intention of sowing the amount of indigo engaged for; but if, by the oppression of his zemindars, or loss of his cattle, or other misfortune, he is unable to carry out his intention without the slightest *mala fides*, it would be very unfair that he should be treated as a criminal, and it would become a mere question of adjudication as to what amount of advance and what interest he should return. This, I apprehend, could only be decided as a civil suit, and such objections would in all probability be raised in every case of non-fulfilment of contracts, the magistrate's office would be converted into a civil court to adjust a question of damages."

14. My object in quoting that portion of the Government letter was to draw the deputy magistrate's attention to what appeared to me to be the real and main objection to the refusal to afford protection to ryots on the allegation of a promise. It never suggested itself to me for one moment that the deputy magistrate would take any action on the letter except so far as it might guide his own judgment in cases then before him, or which might arise. I have no doubt that the meaning of the deputy magistrate was precisely the same as my own; indeed, it is not possible that he can have made any mistake, for the Government letter gave an example of the kind of plea alluded to. It cannot be said that I have ever given any order likely to make the ryots believe that they would receive any sanction from me in evading their existing engagements, for I have frequently advised them, when they have complained to me, that whatever the hardship involved, it was their duty to fulfil their engagements, and to make what objections they had to make to the cultivation after so doing, as the entering into such

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such engagements was quite optional, and that they were entitled to protection for any coercion used to make them so engage. At the same time, I have never allowed the planters to enforce their contracts in any manner not authorized by law; neither have I allowed my court and the courts of my subordinates to usurp the functions of the Civil Court, and to receive and adjudicate on plaints and pleas connected with the fulfilment of contracts.

15. I may perhaps be allowed to make some remarks as to the extent to which the deputy magistrate's perwannah can be said to have influenced the ryots in refusing to cultivate indigo. This perwannah was, Mr. Larmour says, issued in September, a period of the year at which, in that part of the country, the indigo business is altogether at a standstill, as far as the ryots are concerned; the engagements for the ensuing year being made in November and December. If, then, the impression caused by the deputy magistrate's perwannah was that Government was opposed to the cultivation of indigo, the ryots would have had the courage in November to refuse to go to the factory, and to complain, in the event of their having advances forced upon them; but it does not appear from Mr. Larmour's letter that they did anything; they were altogether unaffected by the perwannah; they came, he says, "as usual to the factory, and adjusted their accounts;" "everything," he continues, "went on smoothly" until many months subsequent to its publication, and in fact until certain petitions were presented to the deputy magistrate when on his cold weather tour; and even these petitions are not attributed to the influence of the perwannah, but are alleged by Mr. Larmour to have been made at the instigation of Baboo Syam Chunder Pal Chowdry, a person with whom the Bengal Indigo Company have for many years been at feud. Mr. Larmour's complaint indeed is simply this, that the deputy magistrate, instead of accepting Mr. Larmour's character and the state of the sub-division as *primâ facie* evidence of the falseness of the charges, and rejecting the petitions accordingly, directed the police to protect the ryots if necessary. This proceeding appears to Mr. Larmour to have been equivalent to taking it for granted that he intended to oppress his ryots, and he construes it into an encouragement to them not to sow indigo; but I submit that if, as he says, he had no intention to coerce his ryots or to use lateeals, the deputy magistrate's order to protect the ryots from such lateeals could not possibly affect him.

16. It would further appear that these ryots have opposed Mr. Larmour on previous occasions, two years before the perwannah was written, and before Baboo Hemchunder came to the district, for he says in his letter of the 28th January that "it is only two years since Syamchunder Pal Chowdry's people nearly murdered my assistant, Mr. Cockshott." I would submit with reference to the above that there is no more reason to attribute the acts of Syam Chunder's people on the present occasion to the deputy magistrate's perwannah than there was on the previous occasion. Mr. Larmour has for many years been at constant feud with the zemindars and cultivators all around him; and has invariably attributed the natural opposition of the people to his proceedings, to the acts of Government officers. One year he attributed the reluctance of his ryots to sow to the proceedings of Moulvie Abdool Luteef; another year to an order given by myself in connexion with the measurement of some land; the year following it was attributed to a roobocaree drawn up in the Hobrah case; and now this year it is said to be owing to the orders of Baboo Hemchunder Kur on the petition of certain ryots. So far from its being correct that "from year's end to year's end there is never a complaint made against him or his servants," I can speak from personal knowledge that there are few factories against which so many complaints are made. That no complaints may be made in Nuddea is possible, and may be accounted for by the fact which he mentions, that the Bengal Indigo Company's concern extends over one-third of the district; with such power, complaint at a distant station would be impossible.

17. It may be that the deputy magistrate's perwannah was injudicious, but I do not think that it can be said to have invited the ryots to break their engagements, seeing that at the time of year at which it was published there were no engagements entered into. I think it is clear from Mr. Larmour's own statements that it did not have this effect; and that he never supposed it would have any such effect; his factories are in the immediate neighbourhood of Kalarooah, his ryots would be the first to be influenced, yet they showed no signs of being so influenced;

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influenced; they behaved as usual, and Mr. Larmour, so far from acting as if he thought that they had received encouragement to act dishonestly, gave them advances some five months after the publication of the perwannah, which he surely would not have done had he believed the perwannah to have the effect which he now attributes to it.

18. Mr. Mackenzie, another indigo manufacturer, complained, I understand, that the effect of the perwannah was that the ryots declined his advances. This, I submit, is scarcely consistent with the supposition that the perwannah induced them to believe that they might take advances, and leave their engagements unfulfilled with impunity. In continuation of this subject, I would point out that Mr. Forlong, another manufacturer of the Nuddea district, attributed the independent tone adopted by the ryots to the Government orders in the case against Mr. White; and again, the magistrate of Jessore, in the extract of his letter which you have forwarded to me, says that the rumour in the Jessore district was with reference to some expressions which were supposed to have been made use of by the Lieutenant Governor at Nuddea. The only remaining evidence which tends to connect the deputy magistrate's perwannah with the unwillingness of the ryots to sow, is to be found in the reports of Mr. Reid and Mr. Drummond. Mr. Drummond says that a rumour existed at the end of December last, that an order was "shortly to be issued" to the effect that Government was opposed to the cultivation of indigo; he does not say that any rumour existed that such an order had been issued; this rumour, Mr. Drummond had no doubt, owed its origin to the "occurrences" in Baraset, though what these occurrences were is not specified. Mr. Reid thought that the disinclination of the Baraset ryots to sow was partly owing to the deputy Magistrate's perwannah. It should, however, be recollected that both these gentlemen were quite new to the district; they believed this disinclination to be sudden, and were of course ignorant that Mr. Larmour had precisely the same difficulty in making his ryots sow every year. They probably did not know that at the beginning of 1858 many of Mr. Larmour's ryots positively refused to sow, and that by the Commissioner's orders I was compelled to go out and persuade them to do so. They could not moreover have been aware that the combination of the Baraset ryots had commenced in the time of my predecessor, Mr. Mangles, and that complaints to Government were made against him for protecting the ryots in the same manner as they have been made against me.

19. Having endeavoured to show that the deputy magistrate's perwannah has not been the cause of the ryots' refusal to trade in indigo, I trust I shall be excused for now stating what I conscientiously believe to be the real cause of the opposition of the ryots to the manufacturers, and the rumour that Government was opposed to indigo cultivation. This crisis has been long threatening, and my only surprise is that it has been warded off so long. Mr. Grote will, I have no doubt, do me the justice to admit that frequently within the last three years I have communicated to him my apprehensions, that if steps were not taken to alleviate the condition of the indigo cultivators some such manifestation of feeling would result. As long ago as June 1858, I officially wrote: "The question appears to render itself into this; which is of the most importance, that a certain quantity of a particular blue dye should be annually exported, or that a great and daily increasing cause of discontent and misery to the whole agricultural population of Bengal should be removed? That this discontent is increasing, and is the constant topic of conversation amongst all classes of natives, cannot be denied by those who have an opportunity of judging of the real feelings of the natives; I believe that this feeling has been very much enhanced by an idea that the Government is determined to uphold the planter against the ryot, and I think that there is cause to view with considerable alarm the enactment of any measure which will encourage the belief that the planter will be invested with more summary power." In the same letter, I strongly recommended that a Committee should be appointed to inquire into the system of indigo cultivation. I cannot but think that if my continual representations, supported as I believe them to have been by the opinions of several other district magistrates, had received attention at the time, the result would have been a general inquiry which would have had the effect of putting the indigo trade on a more healthy footing, and have obviated the extreme measures which the ryots have now resorted to.

20. Year

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20. Year by year the value of land, especially in the suburban district, has risen; the profit of cereals, seeds, and tobacco crops has also increased; the wages of labour have been doubled, and of course the necessaries of life have increased in price proportionately. The indigo manufacturer, however, has ignored all these signs of the times; his only argument has been that for 30 years the price of indigo has been five bundles for the rupee, and that any demand of the ryots for a more liberal payment has been an insolent infringement of his vested rights, and this insolence he has believed to be engendered by an uncalled for solicitude on the part of the Government for the welfare of the lower classes. The more it became for the interest of the ryot to sow crops other than indigo, the greater the force which the planter was compelled to use to keep up the indigo cultivation. So long as there was but one magistrate in each district, the power of coercion possessed by a manufacturer, who was also a zemindar, was unlimited; within the last few years, however, sub-divisions have been scattered over the face of the country, and every ryot has had a magisterial officer within one day's journey from his home, the much abused power of the zemindar to enforce the attendance of his ryots at his cutcherry, under the pretext of adjusting his accounts, has at the same time been withdrawn by law; and the ryots have discovered that they are not the mere slaves of the zemindar and indigo factor; and the result has been inevitable, and a mere question of time.

21. At the latter end of 1858, two gentlemen connected with the indigo trade called upon me to ask me to induce the ryots of certain pergunnahs to take advances from them for the cultivation of indigo. I declined, and pointed out to them that an appeal to the self-interest of the cultivators was the only course open to them. That same day they complained of me to Mr. Halliday, the Lieutenant Governor, for encouraging the cultivators to combine against the factories. The result, as his Honor is aware, was an interview at which certain persons representing the indigo interest and myself were brought face to face. Mr. Halliday recorded that I had been asked to do that which I could not be reasonably expected to do; a compromise was suggested, and I was directed to use my influence with the ryots to induce them to go to the factory to adjust their old accounts. I was to instruct them fully what their rights were as regarded the cultivation of indigo, and I was to depute one of my ministerial officers to accompany the ryots to the factory to see that no attempt was made to force them into signing new contracts, the owner of the factories signing an agreement that no such force should be used. I demurred to this, being well aware that the effect of authoritatively explaining their rights to the ryots would be that they would at once decline all further connexion with the cultivation of indigo, and that the factories would gradually be closed, and that I should then be blamed as the first explanation would have emanated from me. Mr. Halliday overruled my objections, stating that as this course had been agreed to by the representatives of the parties interested, I could not be blamed if the result of the course agreed to resulted in a manner unfavourable to themselves. I sent for the ryots, and explained to them their freedom to enter into such engagements or not, as they saw fit; and the result was that the factories in Baraset were at once closed, as I had anticipated. My explanation to the ryots I had taken the precaution to put in writing, and this was complained of to Government, and my proceedings were approved in your letter No. 3066, dated 13th May 1859.

22. The Baraset factories are situated on the road from Nuddea and Jessore to Calcutta; ryots from those districts could see the Baraset cultivators in the undisturbed enjoyment of their own lands, and communications doubtless passed between them, which led to formal applications from various sources for copies of the orders in the Hobrah case. I took the precaution before giving these copies of obtaining the sanction of the Commissioner of the Division. These are the orders which have in my opinion given rise to the rumour that Government was opposed to the cultivation of indigo. These orders declared that the entering into contracts for indigo cultivation was optional, and the whole indigo system being one of force, it is not difficult to understand how a prohibition against force could be interpreted into an intention to discourage the cultivation of indigo. As ryots were not to be compelled to sow indigo, and as they know well that no ryots sowed unless under compulsion, their natural deduction was that Government was opposed, not to the cultivation of indigo as a voluntary crop, but to the cultivation of indigo under its present system. I sincerely

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believe that this is the cause of the rumour and the manner in which my name has been mixed up in it.

23. I have thought it only right to all those concerned thus to communicate to Government the manner in which I believe the present complication to have arisen, and I now submit this explanation of my conduct and views to the consideration of Government, with the full assurance, that whatever results the public may see fit to attribute to my acts, the Government will be satisfied that I have acted consistently and justly throughout, and that I have been influenced solely by the most conscientious desire to fulfil my duty as a magistrate to the people of the district under my charge. I would respectfully urge that my impartiality is borne out by the fact that no decision or judgment which I have ever given in indigo disputes has been reversed in appeal, which would assuredly have been the case had my proceedings been actuated by that bias which has been so frequently and unfairly attributed to me. If in my endeavours to afford to the ryots of Baraset that protection from violence which it was their legal right to demand, I have in any way injuriously affected the interests of those engaged in the manufacture of indigo, such result must be attributed to the fact that the system under which that manufacture is at present conducted is opposed to the principles of fair dealing and justice, and not, I would submit, to any unwarrantable prejudice which I have imbibed in favour of one class of Her Majesty's subjects as against another.

From the Honourable *A. Eden*, Magistrate of Baraset, to Baboo *Hemchunder Kur*, Deputy Magistrate, Kalarooah Subdivision.

Sir,

As the cultivation of indigo is carried on to a considerable extent in your subdivision, I beg to forward for your information and guidance extracts from a letter, No. 4516, dated 21st July 1859, from the Secretary to the Government of Bengal to the Commissioner of the Nuddea division.

You will perceive that the course laid down for the police in indigo disputes, is to protect the ryot in the possession of his lands, on which he is at liberty to sow any crop he likes, without any interference on the part of the planter or any one else. The planter is not at liberty, under the pretext of the ryots having promised to sow indigo for him, to enter forcibly upon the land of the ryot. Such promises can only be produced against the ryot in the civil court, and the magisterial authorities have nothing to do with them, for there must be two parties to a promise; and it is possible that the ryots, whose promises or contracts are admitted, may still have many irresistible pleas to avoid the consequence the planter insists upon.

CRIMINAL APPEAL, No. 137 of 1854, against a Decision of *Alexander Hope*, Esq., Joint Magistrate of Baraset.

PROCEEDING of *J. S. Torrens*, Esq., Sessions Judge of the 24 Pergunnahs, under date the 27th of June 1854.

Gour Mohun Dhur, Muddoosoodun Ghose, Duraj Mundle, Hossein Gagil, Souder Gagil, Shurufdi Mundle, Nubin Duffadar, Joidi Sirdar, Buckshoo Gagi, Choto Soonder Mundle, Kassynath Dass, Jerapdi Mundle, Rostum Duffadar, Jahed Gagil, Pritram Dass, — Former defendants, petitioners.

versus

Putoo Khalasie, on the part of Mr. Larmour, of Patragatchee, — Former plaintiff, 2d party.

CHARGE.

BY riotous assemblage and use of violence, destroying a crop of indigo raised on land previously engaged for by the plaintiff's master, and sowing thereon a crop of paddy.

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The records of the petitioners' appeal and the original case in the criminal court having been read and heard in the presence of moonshees Kristomohun Gose and Shuddha Shi Biswas, pleaders on the part of the petitioners, and Boidonath Bose, mooktear, for the second party, the following facts became apparent to the court:

That the joint magistrate had, by his order of the 20th May 1854, sentenced the defendants Gour and Mudhoo to six months' imprisonment each, with labour commutable to a fine of 30 rupees each, finding them to have been the principal movers of the affray in question, and the rest of the defendants to four months' imprisonment each, and each to pay a fine of 15 rupees within a week in lieu of labour, or in default to labour, and ordered that at the time of release, on the expiry of the term of sentence, recognizances under Act V. of 1848 be taken for one year from the defendants Gour and Mudhoo, in the sum of 200 rupees each, and 50 rupees each from the other defendants.

That against this order of the joint magistrate the petitioners had preferred this appeal, and that at the time of hearing the case, the mooktear on the part of the second party having been asked as to whom the lands mentioned in the case by his client belonged, that party admitted them in his answer to belong to the ryots, defendants. It then appeared to the sessions judge, that the joint magistrate's order sentencing the prisoners does not show what specific charge or count was established against each of them, his proceeding simply showing that the defendants having received an advance from the managers or owners of the indigo factory, had destroyed the indigo crop of the plaintiff's master by causing a riotous assemblage and by resorting to violence; but this charge did not appear to the sessions judge to have been brought home to the defendants by the evidence of the witnesses for the prosecution; as witnesses Buktar Khalashi, Addut Khalashi, Burkut Oollah Khalashi and Chamoo Gagil, stated on oath that the defendants had threatened to attack the plaintiff's master, and had surrounded him on all sides while on the spot; but Mr. Larmour declared that the ryots, defendants, fled away when he repaired to the place; hence the testimony of the aforenamed four witnesses, who were also found to have been employed in the factory, was considered to be unworthy of confidence. Secondly, it further appeared from the deposition of the plaintiff's mooktear and the records of the case, that the land on which the alleged damage was caused, belonged to the ryots, defendants, and though it appeared from the depositions of Messrs. Larmour and Goodelp and the abovenamed four witnesses that the ryots of that village had taken advances from the indigo factory, still none of the winesses could say which of the defendants had taken the advance, and willingly cultivated indigo for the saheb, and subsequently destroyed the crop, while from the testimony of the aforesaid Buctar and three others, it appeared that being servants to the factory, they had themselves gone to cultivate the remaining portion of the lands, hence from their depositions it could be inferred that the land on which indigo was sown had been cultivated by the factory servants, and that nothing had been adduced to show that the ryots, defendants, had willingly received an advance and cultivated indigo on the land.

It was further remarked, as the opinion of the sessions judge, that a contract entered into by a person for sowing a particular crop on his land, can under no law take the land from his control or possession, and that default to carry out the terms of a contract can only make the defaulter liable to be sued in the civil court. Under the above circumstances, the joint magistrate's order of the 20th May 1854 was set aside, and the defendants were ordered to be released, and the amount of the fine imposed upon them in lieu of labour, if realised, was directed to be refunded to them, and that a copy of this proceeding was to be sent with the original records of the case to the joint magistrate for carrying the above order into effect.

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The following were the grounds of Appeal urged by the Defendants against the Decision of the Joint Magistrate.

1. That the action had been instituted by Mr. Larmour, through his servant Putoo Khalasi, to compel the defendants to enter into an engagement with him for the cultivation of indigo, but his allegations not having been in any way established, the deputy magistrate before whom the case was originally instituted, considered it unnecessary to summon the defendants; but Mr. Larmour having petitioned the Commissioner of the Nuddea Division, complaining against the indifference exhibited by the deputy magistrate to try the case, that authority requested the joint magistrate to take up the case himself when the latter officer repaired to Kalarooah, and getting the case transferred to his file from that of the deputy magistrate, proceeded to the spot to hold a local inquiry, which he completed without taking the depositions of any person residing in the neighbourhood, but relying upon the evidence given by four khalasees, servants of the factory, living at a distance, and considering a different piece of shali land shown by a khalasee, upon which were found four or five indigo plants, to be identical with that belonging to the defendants, and laying some stress upon popular report, he considered the plaintiff's statements to have been satisfactorily established, and upon that conviction passed a severe sentence upon the defendants, imprisoning them to long terms, and imposing upon them other severe penalties. Defendants then deny having received any advance for the cultivation of indigo, for had they done so, their kubooleut could have been filed. They further stated that the witnesses, residents of the neighbouring villages, examined by them in support of their defence, corroborated their pleas of non-receipt of advance, their non-cultivation of indigo for the saheb, and their doing nothing subsequently to damage the crop. Hence they contended that the joint magistrate was wrong in passing the above sentence upon them.

2. Defendants then point out that the plaintiff, in his petition of the 11th Bysack, complained of the defendants Gour Dhur and Mudhoosoodun Ghose having in collusion with the other defendants destroyed the indigo plants; but in his deposition on the 11th and 12th idem, he made a different statement, that is, he charged the defendants Gour and Mudhoo of having ordered the other defendants to commit the above damage, while sitting on the road running to the north of Jaidee Gazi's house; but there being no road on the north of Jaidee Gazi's house, and the plaintiff's allegations in his petition and examination being opposed to each other, the action preferred by him should have been considered unfounded. It further appeared, the defendants state, from the plaintiff's deposition, that on the 11th and 12th Bysack, he himself came to sow the remaining quantity of indigo, but witness Buktar stated that he had come to the place of occurrence to cultivate indigo, accompanied by Burkut, Purodi, and Adur, and that the defendants on receipt of an order from Gour Dhur and others threatened to attack the saheb, and that Gour Dhur was not present there, but was passing to and fro with Muddoosooden near the house of Thurapdi and Jerapudi, and witness Adat stated that Gour and Muddhoo were the parties who gave the order, while witness Burkut Khalasee declared that in company with Buktar he had gone to sow indigo, and on the 11th Bysack saw Gour and Muddhoo give the order, while standing on the south of Shurapdis' house, and on the 12th, while standing near the house of Hermut. Defendants then state that none of the witnesses could mention the area and boundaries of the land in question; and that they stated that they never knew the defendants, but having lived at the place for eight or ten days, they could identify them. Under the above circumstances, defendants point out that the deposition of the plaintiff and that of his witnesses being opposed to each other, the unfounded nature of the plaintiff's complaint had become apparent; hence, the order passed upon the defendants was unjust.

3. The allegation of the plaintiff, charging the defendants Gour and Mudhoo of having sown upon their land a crop of paddy in removal of one of indigo, which had been at first cultivated, would, the defendants contend, appear to be opposed to probability; for had the defendants really received an advance and cultivated indigo on their land, they could not have been so much devoid of common sense as to destroy it to the prejudice of their own interests; and the defendants

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defendants Gour and Mudoosoodun state, that not having any connexion with the defendants, their collusion with them could never prevail upon the latter to commit an act entailing such a loss upon them.

4. The joint magistrate was wrong in considering the plaintiffs' allegations to have been established from the result of the local investigation conducted by Judubindoo Biswas, as from the depositions taken by this officer of Dhununjoy Mokerjea, the factory gomashta, and Rungoo Mollah, ameen, it appeared that the ryots had destroyed the indigo in collusion with one Kallee Kisore Roy of Bag Achra, but that there was no proof in support of this allegation; further, in the petition presented by the plaintiff before the deputy magistrate, the fact of there being a collusion with the above Roy was mentioned; and in the petition presented by Mr. Larmour himself no mention was made of the names of the defendants Gour and Muddhoo; hence they contend they could not have been considered guilty of any offence from any subsequent statements made by the plaintiff and his witnesses in contradiction to each other, much less punished as the principal offenders. They, therefore, point out that on a reference being made by the sessions court to the above-mentioned petitions and depositions, the illegality of the joint magistrate's order will become apparent.

5. Two plots of rice land, different from that in dispute, on which, however, were found five or six indigo plants, were shown to the joint magistrate in the defendant's absence, as the land from which the indigo crop was alleged to have been removed, and the joint magistrate, without examining the residents of the spot, from whom the real facts could have been learnt, relied upon the statements of the plaintiff and the Ameen Bukoo, who was an enemy to the defendants; and considering the land belonging to other persons, upon which, however, some indigo seeds had unconsciously been sown with a paddy crop, to be identical with the land in dispute, the joint magistrate passed the above order upon the defendants, the illegality of which would become apparent on the above circumstances being taken into consideration with the records of the case.

The defendants therefore pray that the joint magistrate's order may be set aside, and themselves absolved from all liability.

From *A. R. Young*, Esq., Secretary to the Government of Bengal, to the Honourable *Ashley Eden* (No. 1559), dated 7 April 1860.

Sir,

I AM directed to acknowledge the receipt of your letter, dated the 28th ultimo, submitting the explanation called for in my letter No. 1193, dated the 24th idem; and in reply to communicate to you the following observations of the Lieutenant Governor on the subject.

2. It appears that on receiving through the Commissioner of Nuddea the Government orders of the 21st of July last, passed upon the general question of police interference in cases of disputes connected with the cultivation of indigo, which had been under discussion between yourself and the Commissioner, and which had been referred for the decision of Government, you forwarded a copy of those orders to Baboo Obhoy Churn Bhose, the subdivisional officer of Tarragooney, and for the moment of Kalarooah also, the two subdivisions in which the cases had occurred, which gave immediate occasion to the reference to Government. Baboo Obhoy Churn Bose took no action on these orders, simply recording them, as it was intended he should do, for his future guidance in indigo cases; and it has not been alleged that any ill consequences arose from your communication to Baboo Obhoy Churn Bose.

3. It is freely admitted that you did no more than your duty, in explaining fully to your subordinate police officer the principle by which he was in future to be guided, according to the decision of Government in cases such as those to which the decision of Government applied, and with respect to which, previously, the practice had been various, uncertain, and often contrary to law.

4. But, as a point of form, it cannot be admitted that, in sending down to a subordinate officer the argued decision of Government upon a general question, which had been closely discussed between yourself and your own immediate

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official superior, you did what was regular or usual in such cases, or necessary for the attainment of the object in view. The sub-divisional officer had had no part in the discussion between the Commissioner of the division and yourself, at least so far as it had been referred for the decision of Government, and he therefore had no more concern with the arguments than any other sub-divisional officer in Bengal.

5. It appears further, that on Baboo Hem Chunder Kur being appointed to the Kalarooah Subdivision, he also applied for a copy of the decision of Government for his guidance; and that though you saw no necessity for letting the sub-divisional officer see how far the Commissioner and yourself had differed, you supplied him with an extract of that decision, being "that portion of the Government letter which related to the general question of police interference in indigo disputes."

6. This was not the regular manner of proceeding. The orders of Government in question were not written with a view to their being treated in the manner of a rule published for the general guidance of all officers in charge of the police.

7. The regular and safer course would have been to have prepared very carefully a vernacular paper, containing practical directions in accordance with the orders on the particular reference that had been made to Government, and to have sent it to the native deputy magistrate, who then could not have made any mistake in conveying his own orders to the thannadars, as occasion demanded, which is all that it concerned him to do.

8. In regard to the publication of the purwannah issued by Baboo Hem Chunder Kur, your answer is conclusive. You had given over charge of the district of Baraset to your successor before the perwannah in question was issued, and it is clear that you had no concern whatever in its publication, and that you are in no way responsible for it, whether in respect to its wording or in any other respect. This is the only material part of the charges that have been made against you, and the Lieutenant Governor has much pleasure in finding it to be wholly without foundation.

9. In the minor matter of the point of form above noticed, the Lieutenant Governor imputes no blame to you; and, on the whole, he is thoroughly satisfied with your explanation.

From *A. R. Young*, Esq., Secretary to the Government of Bengal, to the Commissioner of Nuddea (No. 1560), dated 7 April 1860.

Sir,

With reference to your letters of the 10th February and 9th ultimo, Nos. 36 Ct. and 66 Ct. respectively, I am directed to forward for your information a copy of the explanation furnished by Mr. Eden in the matter of the perwannah to which that correspondence relates, and of the observations of the Lieutenant Governor thereon.

It remains to be considered whether the deputy magistrate, Baboo Hem Chunder Kur, is to blame for the publication of that perwannah in the manner described by Mr. Larmour, if such publication actually took place.

I am directed, therefore, to request that you will call upon Baboo Hem Chunder Kur, Deputy Magistrate of Kalarooah, to submit to Government, through you, a full explanation of the circumstances connected with the publication of the perwannah, which was issued by him in August 1859 to the police of his subdivision. You will be so good as to direct his especial attention to the faultiness of the wording, as is apparent from the version of the perwannah obtained from the Government Bengalee Translator, a copy of which is herewith forwarded.

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333

RETURN to an Address of the Honourable The House of Commons, dated 15 February 1861;—*for*,

"COPIES of a LETTER from the Governor General, dated the 29th day of December 1860, to the Secretary of State for *India*; together with the MINUTE of the Lieutenant Governor of *Bengal* on the REPORT of the INDIGO COMMISSION:"

"Of the REPORT of the INDIGO COMMISSION, with EVIDENCE and APPENDICES:"

"Of PROCEEDINGS which led to the Appointment of the COMMISSION:"

"And, Of any MEMORIALS presented or COMMUNICATIONS made to the Government of *India* by the PLANTERS, and the REPLIES of the Governor to the same."

India Office,
26 February 1861.

J. HAWKINS,
Secretary, Judicial Department.

(*Sir Arthur Buller.*)

REPORT OF THE INDIGO COMMISSION.

Ordered, by The House of Commons, *to be Printed,*
4 *March* 1861.

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REPORT OF THE INDIGO COMMISSION.

CONTENTS.

	PAGE
Report of the Commission - - - - - - - - -	iii
Minute by Messrs. Temple and Fergusson - - - - -	xlvii
Minute by Mr. Fergusson - - - - - - - - -	lvi
Minute by the President, concurred in by Mr. Sale and Baboo C. M. Chatterjee - - - - - - - - - - -	lvii
Minutes of the first portion of the Evidence taken in Calcutta - -	1
Minutes of Evidence taken at Kishnaghur - - - - -	172
Minutes of the second portion of the Evidence taken in Calcutta -	232
Appendix, Part I. - - - - - - - - - -	280
Appendix, Part II. - - - - - - - - - -	350
Appendix, Part III. - - - - - - - - - -	402

Digitized by Google

230

— II. —

REPORT of the INDIGO COMMISSION appointed under ACT XI. of 1860, with the MINUTES of EVIDENCE taken before them; and APPENDIX.

R E P O R T.

To *A. Money*, Esq., C. B., Officiating Secretary to the Government of Bengal.

Sir,

WE, the Commissioners appointed under the provisions of section 12, Act XI. of 1860, by Mr. Young's several letters addressed to each of us on the 10th May last, to inquire into and report on the system and practice of indigo planting, and the relations between the indigo planters and the ryots and holders of land in Bengal, have the honour to submit our report on the above subject, for the consideration of his Honour the Lieutenant Governor of Bengal.

2. The Commission held its first two private sittings on the 14th and 16th of May respectively; when the main course of action to be taken, and a list of the witnesses to be summoned, were duly considered; at those sittings it was resolved, amongst other things, that an inquiry should be made into the system by which the poppy is grown under the Government monopoly, and letters were addressed accordingly to the agents at Ghazeepore and Patna. The first public sitting was held on the 18th of May, and the last on the 4th of August.

3. The sittings for the reception of evidence were held with open doors. Free access was allowed to Europeans and Natives of all classes; and the evidence has been duly published almost as soon as taken, in the columns of the daily press. Though not guaranteeing the authenticity of the publication, we can state that after the first few days, the evidence has been very fully and correctly reported; so that, with the exception of a few mistakes in names, places, figures, and phrases, the substance of the depositions as taken has been made available to the public, and to those mainly interested, during the course of the inquiry.

4. the number of witnesses examined has been 134; of this number, 15 are officials and servants of Government, covenanted and uncovenanted; 21 are, or have been, planters; 8 are missionaries; 13 are native zemindars or talookdars, some of very considerable influence and position; and the remaining 77 are ryots, tenant proprietors, or occupants of land. Every witness was examined on oath. The evidence will be found printed in three parts, as one single press was unequal to the work. But the series of the numbers of questions and answers is unbroken, and it is to them mainly, and not to pages, that reference is made in support of our opinions.

5. With the exception of a fortnight, when the Commission were absent in the district of Nuddea, of which the Sudder station is Kishnaghur, the whole of the sittings have been held in Calcutta. It seemed to us most important that the public should be cognizant of each successive step in the inquiry, and the metropolis was thus the place where the attendance of officials, planters, and natives of rank, could be best secured with the least inconvenience to

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themselves, and with the greatest publicity. But it is not to be imagined that the humbler class of natives interested in the inquiry were unable to come down to Calcutta. They came, literally, in scores and hundreds from the districts of Jessore, Kishnaghur, Baraset and Pubna; and, as it would have been impossible to take the depositions of even one-half of the number, a selection was made by ourselves, with due regard to variety of caste, and residence in particular factories or concerns; that is to say, Hindoos and Mahomedans, and even Christian ryots were examined; men were taken so as to represent different villages of the concerns; and in making the selection due regard was paid to the apparent intelligence and independence of the parties. Whatever may be thought of some obvious exaggerations, or of some cases to which counter-statements have been made, we are quite convinced that the witnesses selected were not tutored, in the ordinary sense of the term, to tell one story by any third persons; and that what they spoke was either the truth, or prompted by their own desire to make as much of their grievances as was possible by colouring and additions.

6. We visited the district of Nuddea to meet the wishes of certain planters, who could not be absent for any length of time from their factories, without great prejudice to their own interests during the excitement, as well as in order to procure the attendance of native zemindars; and we had regard to the obvious importance of not closing our Report until we had proceeded to the district, where the dislike to sow had been most openly manifested. In this view, we were absent from Calcutta, from the 6th to the 19th of July inclusive.

7. We had been warned, before our departure, that our visit might be the means of increasing the discontent of the ryots, and the difficulties of the planters, and that the objects of our inquiry might be both misrepresented and misunderstood.

8. His Honour will have been glad to learn that such predictions proved unfounded.

9. We considerably increased the value and bulk of our evidence by the visit, though we did not discover any new series of facts, not previously before us in some shape or other. The gaol of Kishnaghur was visited by us, and we saw and conversed with about 60 prisoners confined there under Act XI. of this year, mostly for breaches of contract; of these we selected eight men, and took their depositions, with a view of ascertaining the reasons which had led them to submit to imprisonment in preference to sowing indigo. This evidence will be found in its place; and, in most cases, is full of interest.

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10. The Commission, in a body, made no divergence from the station of Kishnaghur, in order to inspect any factories in the interior; though three of the members paid short visits, severally, to the factories of Bansberria, Nischindipore, and Khalbolia. From the verbal report of our colleagues, we are satisfied that no better evidence was to be gathered from a visit to the factories than was available at the station of Kishnaghur. And, in some respects, our deputation in a body, with our official establishment, to any one factory, would have been objectionable. It might have prejudiced some of the planters, where the coolies or labourers were already beginning to demand higher rates of wages; and it would have been highly inconvenient to the zemindars and ryots, who could have found no accommodation in the vicinity of such factories, and who would have been wearied by endeavours to follow us from place to place; while, as there was no building in which we could possibly have been housed but the factory itself, our visit, made under such circumstances, might have been liable to misconstruction in the eyes of the agricultural population. This, however unreasonable, it was expedient to avoid.

11. But the books of some factories, showing the yearly accounts with each ryot, regularly balanced, were placed before us; and our sittings had the advantage of being conducted in an open court-house, accessible to all parties, and daily crowded to excess.

12. We

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12. We think it necessary to describe particularly the mode in which the evidence of those natives, who did not give their depositions in English, was taken and recorded throughout the inquiry. The questions were put in Bengali, by either the President, Mr. Sale, or Baboo Chunder Mohun Chatterjee, and the answers, given in the same language, were immediately translated into English, and taken down by the Recorder of evidence. This translation was generally given by the President; but no answer was taken down, unless the above three members were agreed that the witness had correctly understood the purport of the question, and unless they were quite agreed also as to the purport of the answer; and in no instance was the least difficulty experienced by the other two members of the Commission, in thus causing to be put any question to any agriculturist, or obtaining any information which they might specially desire.

13. A body of evidence has thus been accumulated, bearing on every point connected with indigo cultivation, as practised in different parts of this side of India; on the attitude of the planters to zemindars and ryots, and on the feelings of natives, high and low, as regards indigo; on the profitableness of the cultivation to the ryots or the reverse; on the cultivation of the poppy, and on agricultural pursuits generally; on the conduct of the police and the executive authorities; on the tenures of land and the facilities for its acquisition; on the working of laws, which we shall specify hereafter; and on the general condition, advancement, and social prosperity of the country.

14. It was not to be expected that the testimony sought for should agree in every point, though on important subjects there is perhaps less diversity than might have been expected; and there is scarcely a deposition from which some useful facts or inferences may not be derived. Where so many gentlemen have either come forward to assist the Commission, or have attended at their request from some distance, and at some inconvenience, it might seem invidious to particularise individual names; but without pledging ourselves to the endorsement of every opinion or statement put forward by those whose names we are about to mention, we wish to draw the particular attention of his Honour to the following depositions as those to which we have listened with the deepest interest, and which convey the greatest amount of information; namely, to the evidence of Messrs. W. G Rose, R. P. Sage, and A. S. Sawers, as to the mode in which a considerable extent of cultivation is carried on by the planter on lands of his own; to that of the experienced gentlemen, Messrs. R. T. Larmour, J. Forlong, G. Clarke, and H. Sibbald, regarding extensive cultivation through ryots; to the evidence of Mr. W. Moran, of Calcutta, as to the value of indigo factories, and the practice of the sale and transfer of such property, and as to the system prevalent in Tirhoot; to that of Mr. H. L. Dampier, late magistrate and collector of the above district, on the latter point; to that of Mr. J. O'Brien Saunders, about the cultivation as carried on in the North-Western Provinces and in Allahabad; to the testimony of the Honourable Ashley Eden, regarding indigo cultivation in Baraset, and the origin of the late dislike and refusal of the ryots to sow during the past season; to that of the Rev. Mr. Schurr, missionary of the Church Missionary Society, relative to certain instances of illegality, which came under his own eye in the interior of the country, and which were detailed with the strictest candour and impartiality; to the minute, full, and interesting evidence of the Rev. Mr. Long, regarding the rise, progress and influence of the native Bengali press, and the topics which it generally discusses; to the exposition, by Mr. R. Morell, of Morellgunge, in the district of Backergunge, of what can be done by an European gentleman, working on his own capital and superintending, personally, the investment thereof, in the way of clearing jungle, establishing markets and villages, and securing the respect and attachment of the ryots; to the evidence of Mr. James Reily, Commissioner of the Sunderbunds, on the important subjects of rent, revenue, and tenant rights, and on the cultivation of indigo in Jessore about 15 years ago; to the full information afforded by Mr. C. Hollings, sub-deputy opium agent at Gya, on the system of poppy cultivation, under the Government monopoly of opium, by advances, a system which presents some features absolutely identical with those of the cultivation of indigo; to the evidence of Mr. W. J. Herschel, magistrate of Nuddea, as to the state of the district of Nuddea; and to that of Mr. A. J. Maclean and

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Mr. D. McNeile, joint magistrates of sub-divisions in the same district; to the explanations given by the following zemindars, as to the peculiarities of the cultivation of indigo, the alleged dislike of the ryots, and the reasons which induce landholders to lease or part with their estates to Europeans; viz. Munshi Latafat Hassein, Baboos Sri Gopaul Pal Chowdari of Ranaghat, Shambunath Mookerjee of Birnuggur, Sri Huri Rai, all having estates in Nuddea; Baboo Prosono Kumar Tagore, zemindar, and a vakil of great learning and repute, who is at present assistant clerk to the Legislative Council; Haronath Roy, of Narail, in Jessore, and Joy Kissen Mookerjee, of Uturparra, in Hooghly; and finally, to the evidence of the tenant proprietors, ryots, *jotedars* and dependent ryots, named in the margin,* detailing either their reasons for disliking indigo, or their individual grievances; evidence which we have selected either on account of the extreme intelligence and ready apprehension of the witnesses; or because it is free from the obvious exaggerations which disfigure the narratives of other witnesses, and it is either wholly true, or it is based on a solid foundation of truth.

	Pages.
* Abadi Mandul	60
Sontosh Mandul	62
Dinu Mandul	64
Kulin Mandul	69
Juran Mandul	70
Faquir Mahomed	78
Ishwar Chunder Chowdari of Baraset	108
Amir Biswas of Hobra, Baraset	109
Adam Mandul	140
Biswanath Ghose	141
Tilok Paramanik	141
Kamalkanta Malakar	149
Dadh Mullick	149
Ramchurn Biswas	151
Bhobataran Joardar (Kishnagur)	178

15. Before entering into any exposition of the various systems under which indigo is cultivated, we think it necessary to note the different statements, which, from time to time, have been made for or against planters and planting. The subject has now been under discussion before the public, Indian and English, in the columns of the press or in those of periodicals, for some years. Many parties have engaged in the controversy; much bitterness, we fear, has been thereby engendered; but from the very earnestness and breadth of the discussion, we have been enabled to gather the main facts and arguments that have been commonly urged against or for the Bengal system, and we here enumerate them in order as follows.

16. First, as regards the disparagement of the system. It is asserted that the contract for the growth and production of the plant, so far from being voluntary, is forced upon the ryot, who is compelled by more or less of pressure to accept advances; that these advances are rarely given, or are not given in full after the first year or two; that the ryot is compelled to plough, sow, and weed his land, and to cut and cart the plant, at times when he would prefer being engaged in the cultivation of other crops of superior profit; that the land selected and marked off by the servants of the factory is often the best kind of land, most carefully cultivated by the ryot and most needed by him for his own convenience, or that land actually ready for other crops, or even sown with such crops, is forcibly ploughed up and re-sown with indigo; that the mere cultivation is thus rendered to him irksome, repulsive, and harassing in the highest degree; that, owing to the precariousness of the crop, and the inadequacy of the payment, the ryot invariably falls into balances, and that persons once agreeing to sow, bequeath the obligation to their descendants, in the third and fourth generation, and that these descendants are either never able, or if able, are not allowed to free themselves and families from the debt which their fathers have contracted with the factory; that the system which is thus founded on compulsion and maintained by force, is still further rendered odious by the extortion and oppression of the factory servants, who divert from its lawful end a portion even of the small and inadequate payments made to the cultivators; and that the lower orders of servants practise many other ways of oppressing the ryots, or of extorting money from them, such as cutting their bamboos, taking away their thatching grass and the produce of their gardens, seizing their ploughs, and carrying away their cattle under pretence of damage done to the growing plant; that, in order to prevent ryots from disputing the will of the planter, more serious outrages are often committed, and that instances can be shown where planters or their servants have burnt and knocked down homesteads, plundered bazars, kidnapped and carried off respectable inhabitants and confined them for weeks and months in dark places, transporting them from factory to factory to elude the pursuit of the police; that even darker outrages on women have been openly perpetrated; and that, in consequence, the feeling of the ryot is one of bitter but sullen hatred to the European. That with regard to the native landholders, the attitude and encroachments of the planter towards these persons have

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have led to frequent disputes, to violent affrays, to agrarian outrages, and to the consequent demoralisation of the people; that constant complaints and protracted litigation have followed on these occurrences; that the planter, commencing to contract with ryots resident on estates of which the proprietary right is not held by the factory, has exerted a pressure on those ryots, who then seek the protection of their zemindar, or he has sought an occasion of provoking a quarrel with the landholder, in order, it is repeatedly asserted, to extort from the latter the grant of an estate on lease, or in *putni*; that the real and avowed object of extorting these concessions is, that the planter may acquire the rights, influence, and position of a zemindar, without which he never would be able to compel the production of so much indigo for a single day; that these rights are rarely alienated, either temporarily or permanently, by the zemindar, of his own free will, but that the alienation would not take place if the police were not inefficient, the laws weak, and the executive authorities and the covenanted magistrates in particular, disposed to side with the European, as against the native interest; that it is owing to the above causes, and not to voluntary acts of the native landholders, that the planters have managed to absorb so much of the zemindar's rights and properties; that no improvement is perceptible in the condition of ryots of villages where indigo is cultivated, as compared with that of ryots who do not cultivate indigo, but rather that the former are depressed and impoverished by the compulsory and profitless cultivation; that the system has been borne with so long, because the ryot of Bengal is of a passive and enduring nature, and that the dislike evinced during the past season is merely the expression of feelings pent up for the last 20 or 30 years; that this growing dislike has been noticed by local authorities, intelligent natives, and independent Europeans, and has been occasionally pointed out in official and unofficial correspondence; that if the zemindars were free agents in the grant of leases, and ryots were free agents in the acceptance of engagements, a great and immediate reduction would take place in the area and extent of indigo cultivation from the first date when such rights could be openly enjoyed and acted on by either party; and finally, that the whole system, as above described, is vicious in theory, injurious in practice, and radically unsound.

17. On the other hand, the case for the planter, as before the public, to the best of our knowledge, has been set forth as follows:—The rule of the planter, as proprietor of lands, is a milder and more temperate rule than that of the native. It was not so much the wish of the planter to secure landed rights in permanency or for a time, as to secure the growth of a fair portion of indigo plant. Could he be certain that the free contracts entered into by the ryots resident on the estates of others would be faithfully adhered to, there would be no need for him to seek the rights and influence of a zemindar. But his cultivation is so liable to interruption and interference, at the ill-will, caprice, or dictation of the native zemindar, and the ryots are so often led away by evil advice and instigation, that no resource is left to the planter but to acquire rights which may enable him successfully to prevent or resist the intrusion of others. The zemindar, aware of this necessity, artfully and culpably foments disputes between the planter and ryot, in order that the latter may fly to his landlord for advice and assistance, and that the former may be compelled, by the necessities of his situation, to pay exorbitant prices for *putnis*, or to take on lease, at a high bonus and a rental liable to enhancement at the expiration of the term of years, land so assessed that no efforts or skill in management will enable him to collect an equivalent from the ryots. In this way, the planter is put to unnecessary expense, has less money at command, and cannot afford to benefit the ryot as much as he would desire. But for all this, the marketable value of land, owing to the above purchases and operations, has immensely risen. The difficulties of planters have further been increased by the jealousy and suspicion with which the executive authorities, especially those of the covenanted service, have regarded the increasing wealth and influence of the independent European. His very presence being felt as a check to the continuance of abuses, it has been disliked; as a natural consequence, his endeavours have been thwarted; no allowance has been made for his position, and there has been a constant desire, on the part of Government and its officers, to weaken his influence, to invade his rights, and to drive him from the country. In spite of this, the benefits of the European's presence, as planter and landholder, have been

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been everywhere acknowledged. He protects the ryots from the exactions of the police, from the rapacity of the money-lender, and from the payment of extra cesses demanded by the zemindar. The laying out of roads, the establishment of schools and dispensaries, attest his practical benevolence. Though it be urged by the opponents of the system that the payment for the plant grown by the ryot be not directly remunerative to him, yet this inadequate return is owing, in some cases, to the sheer indolence and obstinacy of the cultivator, who will not exert himself to plough and weed at proper times; in others, to a succession of bad seasons acting on a crop confessedly so precarious as indigo; and in others, to a sudden and unprecedented rise in the wages of labour, and the price of all other produce; which rise has unfortunately not hitherto been met by a corresponding rise in the price paid for the plant. Yet with all this, the planter has been in the habit of allowing his ryots to hold their land at the low original rates of rent, while rents in neighbouring zemindaries have been even doubled; and he has also assisted them in many ways; advancing them loans without interest when their cattle die, or when their houses are either burnt or blown down. He is daily accessible to natives of all classes, either when riding through his villages or when holding a court: where unbought, summary and substantial justice is regularly distributed. By the well-directed energy of the planter, large tracts have been cleared of jungle; population has increased, and the increase has been followed by social progress, visible in the larger houses, the better clothes, and the more numerous cattle of the inhabitants. The presence of the planter has been generally synonymous with order, progress, and contentment. His failings, it is earnestly contended, have been those of the situation in which he is placed. The police are corrupt, the law courts are remote, and the procedure is complicated and slow; the zemindars are usurping and oppressive; the ryot, for all the kindness shown to him, is idle and faithless. This idleness necessitates the close and constant supervision of the fields destined for indigo, at each season of the successive agricultural operations, by the inferior servants of the factory; and this faithlessness would compel the planter to sue the ryot for attempted breach of contract, were it not that no summary proceeding is open to him, and that to refer him to a civil suit, with its delay and circuitousness, would be a mere mockery. Instances of violent affrays and agrarian lawlessness, however numerous in past times, have substantially decreased in frequency, and in many districts no such outrages are now known at all. Complaints of planters, either by zemindars or ryots, have entirely disappeared from particular courts; and whatever may have been the offences committed by individuals, the planters as a body stand out to the public as just and independent men who circulate a large amount of capital; who put down crime and diffuse civilisation; and whose presence in the interior, in the eyes of an enlightened Government, should be at once a guarantee against rebellion, an element of strength, and a source of prosperity.

18. We propose to show in a future portion of our Report, what degree of credit, in our opinion, is due to the widely different views held of this important question.

19. At this point we shall place before his Honour a concise account of the various systems under which, from the evidence before us, indigo is cultivated on this side of India.

20. The indigo cultivation may be classified under two great heads, the *nij-abad* and the *ryotti*. The former or "own cultivation" may be likened in some respects to a home farm, managed by the proprietor of an estate in England. It is carried on on lands of which the factory or concern has acquired the tenant right, or the right of actual occupancy, by an establishment of ploughs, bullocks and servants, maintained at the planter's expense. Occasionally ploughs and bullocks are hired for the purpose, when the establishment kept up at the factory may not be sufficient. Here, too, we must state that in *nij* cultivation there is a marked distinction between "high lands" and *chur* or low lands, which we shall more clearly illustrate hereafter.

21. The *ryotti* cultivation, on the other hand, as the very name implies, is carried on by ryots on their own lands, under contract and by advances made by the planter, as will be hereafter explained. And the *ryotti*, again, is further divided into cultivation of two kinds, one carried on in villages or estates, of which the planter has acquired, temporarily or permanently, the rights of the zemindar

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zemindar or talookdar, and the other in villages belonging to other parties. These two kinds are familiarly known under the names of *ilaka* and *be-ilaka*.

22. The amount of *nij* cultivation varies in the different factories and concerns, from a few beegahs to several thousands. In some cases, as will be found from an abstract of replies to a circular on the subject, there are 2,000 beegahs of *nij* to 10,000 or 12,000 of *ryotti* cultivation. In other factories the amount of *nij* is two-thirds or even three-fourths of the whole. And in a few rare instances, the whole area of the planters cultivation is of this kind, and the system of cultivating by ryots and advances is, in such factories, not adopted at all.

23. In every instance of *nij* farms, however, it is indispensable that the planter should have acquired the actual occupancy of the soil on which he may sow his indigo. This can be done in several ways. He may take a temporary or a permanent lease of waste or unoccupied lands from the zemindar, or he may acquire the temporary or the permanent right in a zemindary, and then use the zemindar's *khass* or "own" lands, for this kind of cultivation; or he may rent, or purchase outright the *jote* or actual rights of the tenant from the tenant himself, as opportunities may occur. Often there is a trifling extent of land attached to the factory buildings, the occupancy and right in which was obtained very many years back, when the factory was first set up, and the *nij* is carried on within this space, or on the bank of rivers not liable to inundation; or on the homesteads of ryots who have demised without heirs, or have abandoned their villages from some cause or other; or on the sides of tanks, which, being raised by the accumulation of the earth thrown up in digging the tank, are eminently fitted for this end. But the largest and best fields for these operations of the planter are *chur* lands, or lands formed by alluvial accretion, liable to inundation in the rainy season, and either regular islands in the centre of the river, or long low reaches fronting its banks. Sometimes tracts of this land may be found to extend, even in Nuddea, to a mile and more in length; and on the great rivers in Northern and Eastern Bengal it is well known that the *churs* are, literally, of enormous size.

24. Where a good establishment of bullocks, ploughs, and *boona, i. e.*, jungle or hill coolies brought from the districts of Bancoorah, Beerbhoom, or the South-west Frontier Agency is maintained, there is no difficulty in finishing this kind of cultivation. The indigo sown on *churs* is generally sown in October. The land in many instances hardly requires preparation, but when the inundation subsides, the seed is scattered by the hand on the moist, soft surface, and takes root, grows, and ripens with little or no additional care. The above is termed *chitani* or sprinkling. Where an establishment is not kept up, and ploughs are required for October sowings, they are hired from the ryots, at so many the rupee, according to the current rate in the district; and the necessity for hiring these ploughs forms almost the only source of quarrel, when the planter's cultivation is *nij*. But even this source of disputes arises very seldom when the sowings take place in October, at which period the ryot has gathered in his early rice, and can spare ploughs from the cultivation of the produce known as cold-weather crops. Disputes may occur in the case of high lands, that is, lands not liable to inundation from rivers, on which indigo is sown in spring; because if the season be a late one the ryot may require his own ploughs to prepare his rice lands; and any undue compulsion exercised in the requirement of labour, is sure to lead to complaints.

25. But with this single exception the *nij* cultivation proceeds with perfect smoothness. There are no disputes about the land, except such as might occur with regard to boundaries, or particular pieces in this country, quite independent of indigo. There can be no complaints of compulsory contracts, advance forced on ryots, minute and harassing supervision during the agricultural operations, and the like. The lands, the ploughs, and the bullocks belonging to the planter, or the latter being hired by him at fair rates, and paid for in cash, the *nij* cultivation, even where largest in extent, can proceed as quietly as does the cultivation of a kitchen garden belonging to any Government official in any station in India. In *nij* cultivation, too, the whole risk and all the charges fall on the planter.

26. This being the case, as will be clearly seen from the evidence, pages 14

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and following, and pages 26 and 27, 35 and 36, and page 81 and following, it was natural for us to consider whether we could recommend planters having large *ryotti* cultivation, to abandon or convert it into *nij-abad*, and thus close the very source of all quarrels. But this plan, apparently so attractive, seems to us not feasible, for the following reasons.

27. In highly populous districts, such as those of Baraset, Nuddea, and Jessore, which have mostly engaged our attention, the requisite extent of waste or unoccupied lands is, literally, not to be had. The available *chur* lands are already taken up; and it is only such lands that are found of sufficient extent in one connected piece, and that can be cultivated by the planter with his own extensive establishment, without his incurring a loss, or with the hired ploughs in October, without giving rise to complaints. *Nij* cultivation on high lands, adjacent to villages, might, no doubt, be increased to some extent. A vigilant and energetic planter, by watching opportunities, might purchase tenant rights, or rent land here and there, and so gradually increase his own cultivation. But this would be a work of some time and expense; and even if the occupancy of the soil could be secured, to the extent of several thousand beegahs, another practical difficulty would occur. Supposing a planter to have obtained high lands, to the extent of 10,000 or 12,000 beegahs, they would be in detached unconnected pieces, and such lands could not probably be sown in October; when it is not of such urgent necessity to complete the sowings within a short and given period. Such lands would be sown with advantage only in spring, and would be entirely dependent on the first suitable fall of rain. The produce and dye of plant sown in October is, we may remark, never equal to that sown in spring. The advantage of sowing in the former month is that the plant can be reaped in June, or even in May, before any inundation or heavy rains, which it is well known injure or destroy the plant. And though the produce of October plant be second rate, it is a safe but small return. Now, what is familiarly known as "a sowing shower" rarely occurs in spring before the end of March or the beginning or middle of April, and when the ground is in a fit state for the reception of seed, it is very desirable that the whole of the sowings should be completed in the next three or four days. A planter could scarcely move about his own establishment, however liberals of servants and ploughs, with sufficient rapidity from place to place, so as to attain this object over 10,000 or 12,000 beegahs. But, if the ryots will turn out, each with his own plough, on his own land, those sowings are easily got through within the specified time. Indeed, a larger extent of *ryotti* cultivation can be finished in this way in a very days. The Mulnath concern might be able to sow, in this way, more than 25,000 beegahs by two or three showers. It is curious to contrast Bengal Proper in this respect with other parts of India. In Tirhoot, the moisture is retained in the soil throughout the cold weather until the arrival of spring, and it is usual to sow in March, though no rain has fallen. Indeed a shower of rain at sowing time, may be destruction to a Tirhoot planter. The ground cakes, and the young plant is killed. In the North-West Provinces, irrigation renders the planter independent of rain; and the spring sowings can be spread over even a longer period of time.

28. A cultivation of 10,000 or 12,000 beegahs would represent, we are credibly informed, a capital of upwards of two lacs of rupees, and an expenditure annually of more than 50,000 to 60,000 rupees.

29. Again, unless the planter should have a turn for agriculture, and should choose to sow other crops on his high lands, after the indigo had been cut, such as oats, barley, mustard, and linseed, the expense of *nij* cultivation, including rent, would fall on the indigo alone. If a ryot can cultivate the same crops, the expense is naturally shared by such crops with the indigo.

30. In this view we are afraid that, however desirable, a new scale of *nij* cultivation to the extent of that enjoyed by Mr. A. Sawers, at Culna in Burdwan, or Mr. W. G. Rose, at Ramnuggur in Moorshedabad, is not now to be looked for. A *nij* farm might, no doubt, be set up on a large scale, in some of the eastern districts, where much jungle or waste land is available, but in this case, though lands were to be had, labour would be scarce, and an equal difficulty, though of a different kind, would probably be experienced.

31. Arriving at these conclusions, we turn to consider the nature and peculiar features

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features of *ryotti* cultivation; this being the system prevalent in most concerns, or that under which the greater portion of indigo is grown for manufacture, and which system, we may say, is now called to the bar of public opinion, to stand its trial. In Bengal proper the ryots, as before observed, are of two classes, those resident on estates held by the concern, and those who are not. The contracts, which all the ryots enter into, are either for one year, or vary from three to five or ten years. The advances made in October and November, are invariably at the rate of two rupees a beegah, and for this sum, the ryot usually agrees to give land suited for indigo, which lands would be marked off by the servants of the factory, to prepare them, to sow the indigo, weed it, and deliver the plant at the factory. The plant, when grown and delivered, is measured, and credit is given to the ryot at a rate which now ranges from four to six or eight bundles for the rupee. The bundles are measured by a six-foot chain passed round the centre of the plant. An acknowledgment is given to the ryot at the time of measurement, or some few days afterwards, and at the close of the manufacturing season, in August or September, the accounts are drawn out, and in October the ryot attends at the factory for the adjustment of the same. To his debit are set down the advances made to him at two rupees a beegah, the value of the stamp on which the contract is engrossed, usually two annas, the seed from four to five seers, which is usually charged for at four annas a beegah, though it costs more than this sum to the planter; the expense of carting the plant, and, after the first year's engagement, the amount of any previous debt remaining uncleared. To his credit is placed the value of the bundles delivered by him; and a balance is thus struck. If he has *fazil* or excess to receive, he has it paid down; if otherwise, the debt remains against him, and he receives advances for the next season's operations, not at the full amount of the lands for which he has engaged, but with a deduction proportionate to his debt; for instance, if he has agreed to cultivate five beegahs, for which the advances would be 10 rupees, but he is in debt to the amount of four rupees to the factory, he receives not 10 rupees, but 10 rupees minus four rupees = six rupees. In some instances, if the debt is very large, he receives no fresh advances, though he may receive a separate loan to aid him in his difficulties, or the debt may be reduced, or cleared off, by the voluntary act of the planter. The same process is repeated year after year in the case both of ryots resident on the estates of others, and of ryots of estates attached to the factory. With some local distinctions, and with certain other defects or exaggerations, forming sources of complaint, which we shall notice fully hereafter, and with, of course, a great deal depending on the temper, experience, and management of the planter himself, the above are the main features of *ryotti* cultivation in Lower Bengal, and, as a general statement, we believe it to be accurate and unquestionable. We may state here that the average return of a beegah is about 10 to 12 bundles, and that a thousand bundles of plant give, on an average, about five maunds of dye.

32. There is another system called that of *shouk dadun* or "free advances," adverted to by some witnesses, under which the ryot is not charged for either seed or cutting and carting. He only has to cultivate and sow, and he is paid at from four to six bundles per rupee. Under the above system he receives advances, but there is also a third system under which he takes no advances, but gets seed for which he pays, not at a fixed rate of four annas a beegah, but at the market rate. Both these systems prevail to a very limited extent. A. 145.

33. Some witnesses have also testified to the purchase of plant from ryots who were not under contract to the factory, and who sold the plant, which they had grown as their own speculation, at the market rate, usually of four bundles the rupee, like any other article. The only district in Bengal where this plan is carried on to any extent, is Rungpore; and there the amount of bundles so purchased has been counted in lacs. The obvious danger in this is, that ryots who may have received advances under contract from one factory, may be tempted to sell the plant, as in open market, to another.

34. The system in Tirhoot, and we believe in the districts of Behar adjoining Tirhoot, is, in some respects, very different from that pursued in Bengal. The ryot takes advances, at the rate of three rupees a beegah, of which two rupees are given in the autumn, and one more at sowing time. The beegah in Tirhoot is nearly equal to an acre, or three Bengal standard beegahs. The

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selection of lands, as well as the supervision of the cultivation by the servants of the factory, proceed much as they do in districts nearer Calcutta.* But the advances do not form the nucleus of a debt, if the ryot only cultivates, and they are not carried on, if unliquidated, from year to year, against the ryot. A price is set on the crop. If there is a total failure after sowing, the ryot gets one rupee over and above his first advances, for his time and labour and the occupation of his land; and three rupees six annas, besides the above advances, if there is a crop. The land is, however, occupied with indigo for the whole twelvemonth. In some factories the crops are still further classified, but this does not alter the main feature; viz. that in no instance, even though not a single stalk of indigo should sprout after cultivation, can the ryot become heavily indebted. On the other hand there is the danger lest the ryot, having received his advances, should be tempted not to cultivate his lands at all. But this, we believe, is prevented with ordinary care on the part of the planter. Under no circumstances, as we understand it, can the ryot in Tirhoot ever receive more than six rupees six annas per beegah for his single crop of the year, however fine it may be. But we are informed that the rates of remuneration have been raised this very season in Tirhoot.

35. The system in Allahabad and in the North-Western Provinces is fully described by Mr. Saunders. In Allyghur, Muttra and Furruckabad, as doubtless in other districts, indigo manufactured, but in a very crude state, used to be brought to the factory, and there sold by natives, who carried on a large indigenous cultivation, which had an existence previous to our possession of the country. Advances were also made to contractors, zemindars and cultivators, who grew the plant with less supervision on the part of the planter than is usual in Bengal. In fact, in the case of contractors, men of substance, the planter never inquired where or how the plant was grown. No oppression was committed by zemindars, and the system worked well. We are not sure, however, that the poorer class of cultivators derived much profit from these transactions, and in Allahabad the occupancy of the land for two years was a very decided objection (A 1890–1930). In Allahabad there was the same system of contract, but there was occasionally some few disputes, and a little more difficulty.

36. The above are the simple and undeniable characteristics of indigo cultivation, extracted from the exposition and narrative of unimpeachable witnesses.

37. At this stage of our Report we deem it desirable to request his Honor's attention to sundry papers of our Appendix, which, though not all tendered on oath, are to be relied on, and are elucidatory of the great points at issue. They have been provided both by officials and non-officials; some of them are copies of judicial or official records; and all seem to us of great value, in aid of the mass of our oral evidence.

1st. An abstract of the replies from the planters of many districts in Bengal and Behar, to a circular addressed to them, asking for statistics and other information regarding their cultivation of indigo. These show the amount and the kind of cultivation in each concern. The replies were very readily given by a large number of planters.

2d. A statement, showing the total number of Europeans holding estates which pay revenue to Government; the total number of such estates, and the aggregate of the Government revenue derivable therefrom. The same statement with regard to *putnis*, where that particular tenure is known. We believe the statement, however, to be under the mark, as all *putnis* may not be registered at the collectorate. And leases, of course, are only incidentally known to the authorities.

3d. A statement showing the number and kind of landed tenures or interests put up for sale, in execution of the decrees of all civil courts, of six districts in which indigo is cultivated, for the last three years.

5th. A statement, showing the great rise in the prices of produce and in the wages of labour that has taken place since between 1855 and 1860, in certain districts; also a statement of the comparative returns of rice, the cereals, and other productive crops, as sugar-cane, tobacco, vegetables, &c. For the above, reference has been made to selected persons both in and out of the services, and the returns have been prepared by them with every view to secure accuracy.

* 6th.

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345

*6th. Papers from the Behar and Benares opium agencies regarding the cultivation of the poppy, full of interesting details. * Appendix II.

7th. Three forms of agreement to cultivate indigo (translated).

8th. Statement forwarded by Mr. Larmour, manager of the Bengal Indigo Company, showing the small proportion of ryots that had cleared their advances in five large concerns under his superintendence.

9th. Extracts from the same gentleman's *khata* or account book, showing the debit and credit account of three ryots. These extracts were taken at random by the Commission from the books themselves, in Mr. Larmour's presence.

10th. A statement of ryots who had cut a large average of plant forwarded by the same gentleman.

11th. A report from Mr. Herschel, magistrate of Nuddea, regarding the case of abduction of Haromoni.

12th. Papers of the year 1835 relative to the cultivation of indigo and the settlement of Europeans, containing —

First. Petition from certain merchants, planters, and others.
Second. Minute of the late Lord Macaulay.
Third. Part of a Minute by Mr. Macleod.
Fourth. Letter from the Court of Directors.

38. There are many other valuable papers in the Appendix, but the above, we believe, will be found to be the most interesting. From this point, we shall enter on the many and important questions raised by our inquiry; and for the sake of perspicuity we here divide our subject into three great heads, as follows:

1st. The truth or falsehood of the charges made against the system and the planters.

2d. Changes required to be made in the system, as between manufacturer and cultivator, such as can be made by the heads of concerns themselves.

3d. Changes in the laws or administration, such as can only originate and be carried out by the legislative and executive authorities.

39. The first head, as affecting the character of a large body of individuals, and as one which has been so widely discussed, we shall first consider. Naturally, we cannot but regret the exceeding acerbity which has been infused into the late contest, and the extent to which the minds of Europeans and natives have been exasperated on the subject. We can only indulge an humble hope that our labours may result in setting at rest some of the questions on which most excitement has prevailed, and we should be glad to think that, hereafter, both parties would evince a more moderate tone of feeling, and refrain from those mutual and fierce denunciations, which can only result in creating and perpetuating one of the greatest evils with which this country could be visited, viz., an antagonism of race.

The first head of our inquiry we have again divided into the following five subordinate heads:

1st. The attitude of the planter towards the zemindar, and the attainment of proprietary rights in lands by planters.

2d. The attitude of the planter towards the ryot, as a manufacturer to producer, and as zemindar to payer of rents.

3d. The prevalence of crimes or oppressions of all kinds committed by the planters and their servants.

4th. The conduct of the police and the executive authorities towards the planters.

5th. The conduct of the missionaries, and the causes of the late crisis.

40. As regards the attitude of the planter towards native zemindars, and *vice versâ*, it is undeniable that the planters have gradually acquired more of the higher proprietary rights in land, such as zemindari, talookdari, or *putni*; or that they have been granted leases of estates, or portions of estates, by the native zemindars, for terms varying from three to five, seven, and ten years, renewable at the said terms, and often so renewed. Most factories certainly commenced with *be-ilaka* cultivation, that is, by giving advances to, and taking agreements from, ryots resident on the estates of native zemindars. In this, on

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principle, there can be obviously, nothing objectionable. A planter has a full right to make a bargain with any willing ryot or cultivator anywhere, to grow for him a specified product of the soil. There is nothing in statute or common law which requires that the zemindar should be made a third party to the contract. And there is nothing which warrants the zemindar in expecting
A. 2570. 3621. direct profits from the transaction, or in interfering in such a bargain fairly and honestly made. Ordinarily he does not exercise, and ought not to exercise, any interference with the cultivation of the ryot, and provided he receives his due rents, it can matter little to him what kind of produce is grown on the land. We are well aware, however, that from land sown with some of the higher products of the country, larger rents are demanded by the zemindars and yielded by the ryots.

41. But those acquainted with the interior of the country will easily discern in the arrangement between planter and ryot a fertile source of dispute. The zemindar, proud of his position and influence, may be displeased that his permission or aid has not been asked by the planter; or some quarrel may arise between his servants and those of the factory; or the ryots may conceive themselves to be oppressed, and may resort, naturally, to their zemindar for protection; or, if no interruption be offered at the time advances are made, the ryots may, in some instances, repudiate their engagements, trusting to the zemindar to support them, and may refuse to sow when the critical period arrives; or the zemindar may really wish to force the planter to ask for a lease, and the planter may feel that he is not secure from interference dictated by caprice, so long as he has not attained to zemindary rights, and it is tolerably certain that his cash advances made to such recusant ryot are lost for the time and are only recoverable by a civil suit. In any case there is usually but one termination to these disputes.

42. The zemindar and the planter enter into negociations, and the only real practical difficulty is, whether the latter can afford to give the price demanded for a *putni*, or can pay down the *bonus* demanded for a lease, as well as collect rents from the ryot sufficient to cover the rent which the zemindar assesses on him as the leaseholder.

43. A great deal has certainly been said regarding the opposition and obstruction offered to European capitalists by native zemindars; but, from the evidence on this head, we are led to the conclusion that the only difficulty
A. 3816. experienced by the planter has been that of settling the pecuniary terms. It is true that one zemindar of great experience, Baboo Joy Kissen Mookerjee, has declared himself averse to granting lands to Europeans, on principle; but this gentleman takes a remarkable interest in his own zemindaries, and very little indigo is or could be grown in his district. Baboo Prosonno Kumar Tagore, a well-known native gentleman, makes the same statement on his own account,
A. 3763. but thinks that from "indolence, inexperience, and indebtedness," native zemindars prefer the system of giving lands in *putni*. This saves them the trouble of zemindary management, and enables them to live at the capital or in large
A. 171. cities on assured incomes. But another zemindar admits that he opposed the planter in order to "compel him to ask for a lease." Baboos Sri Gopaul Pal Chowdari, Haronath Rai, Pran Krishno Pal, and others, declare that they have been averse to granting lands in lease or permanency, though, owing to disputes, fear of consequences, and desire to avoid getting into trouble with the
A. 3559. 3839. authorities, they have generally been obliged, against their will, to adopt this course. Munshi Latafat Hosain proves that he had constant disputes with the proprietor of a factory, and that, at last, the magistrate sent him a *hookummamah*
A. 1743. or order, of January 1851, which we cannot but regard as a distinct piece of advice, accompanied by a threat that he should come to some arrangement of this kind with the owner of the factory.

A. 1583, 1597. 44. On the other hand, a zemindar of Pubna, Bijoy Gobindo Chowdari, has declared that of three leases, one was certainly given of his free will. Mr. J. P. Wise states that he has not suffered much oppression from zemindars,
A. 62, 63, 1995. that he tries to keep on good terms with them, and that he has on many occa-
2002, 2011, 2017 2075, 2076. sions received assistance at their hands. Messrs. Forlong and Larmour, Mr. Tissendie and others, make statements to the effect that the real question is one of money, and that if the factory can pay the sum demanded, there is no other

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other obstacle to the acquisition of lands in *putni* tenure, which is, practically, a purchase outright.

45. Still, it is not to be denied that opposition is offered, and that rents are demanded on leases which are sometimes beyond what the planter can fairly collect; and difficulties of other kinds may arise. Mr. J. Cockburn mentions one case in which, when the factory had obtained three shares of a village from three brothers, shareholders, the fourth, who refused to grant his share and who was at feud with his family, was enabled for years to prevent any cultivation of indigo. There is a well-known case in which the Katgarra concern found it necessary to take a lease of some villages at a dead loss of 5,000 rupees a year. Mr. Forlong states that he has lost 1,500 rupees on a lease of 12,000, for which he had to pay seven or eight thousand rupees besides as *bonus*, and Mr. Larmour gives three distinct instances of loss incurred in this way in taking leases. Mr. Tissendie also gives an instance of a loss of 1,500 rupees on the rent of a *putni*, which was only 7,500 rupees. At the same time it is always urged by planters that their object in taking leases of land is not to make money by the collection of rents, but to secure freedom from interruption and from annoyance, for the cultivation of indigo, and to this latter alone do they look for profit. They have declared, too, that rents are not enhanced, nor are the usual leaseholders' fees taken by planters, and that the ryots are thus saved from a general increased assessment, and from demands for extra cesses known as *bazy abwabs*. But, though we have no doubt this has often been the case, yet the statement must be taken with some qualifications. Mr. Larmour allows that it is his custom in taking a *putni*, to measure and assess the village at fair rates; and he has admitted an increase of 18,000 rupees a year to have been effected by him over a considerable tract of country, partly by management, but also by measurement; further, in answer 2,001, it is admitted by him that leaseholder's profit, *i. e.*, half an anna and one anna in the rupee has been taken. A. 2548. A. 2903. A. 1997. A. 2972. A. 2003.

46. On the whole, looking to the statements furnished by planters, to the extent of lands now held by them from the native zemindars, as well as to the general tenor of the evidence, we can draw but one inference, which is that the acquirement of proprietary rights, of late so much coveted by planters, depends mainly on their skill and tact in negotiation, and on command of capital.

47. In some cases, too, the zemindar may be indolent or indebted and in want of money, as we have said, or he may desire to have an Englishman to back him in some family quarrel. In others, where the zemindar is unwilling, it has rarely been from actual dislike to indigo cultivation; the dislike may proceed from finding leased estates deteriorated by the mismanagement of a party who has no permanent interest in the ryots. But the general result is, that from some one cause or other, the zemindar eventually comes to terms. A. 1590.

48. Where the planter has zemindary rights, the ryot has probably but little option, though we can perfectly conceive that, in order to please his landlord, many a ryot might consent to sow 10 cottahs or a beegah of indigo, without the exercise of any direct violence or oppression. The influence is perhaps best to be described as moral compulsion, and the apprehension of physical force. The native zemindars, in general, allow that their ryots do sow in this manner from 10 cottahs to a beegah with indigo, though they derive no profit from the cultivation. And the evidence of ryots and others seems to show that formerly there was less unwillingness to take advances as there was, no doubt, more profit to be looked for. Mr. Larmour has declared that the number of the ryots at Mulnath who sow indigo has, for the last three years, been increasing at the rate of 500 a year, though the area devoted to that cultivation was once 43,000 beegahs, and is now 23,000. The area has, however, slightly increased since 1851. Supposing, then, the ryot has agreed to sow a portion of land with indigo, he enters into a written contract to this effect, on stamped paper of the value of two annas. These contracts, as we have shown, are for various terms of years, and at first sight it would appear that the ryot is only bound for the term of his contract. A. 3533. 3834. A. 2007. 2010. A. 2036. 3144. 2763. 2991. 2036. 2042.

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contract. But our inquiries have placed beyond a doubt the startling fact that in almost every concern, the contract is really renewed every year.*

49. At the time of adjustment of the accounts, the ryot is yearly debited with a fresh sum of two annas, and yearly he affixes his name to a blank stamp paper, which, in many concerns, is not filled up either at that date or at any other subsequent date. In cases, then, whenever a contract, nominally entered into for three or five years, is renewed in this manner annually, it is obvious that such an engagement never advances beyond its first year; or, in plain language, that it is an engagement continually binding the cultivator, year after year, for a term of years.

50. Another inequality is this: the planter, on a fair calculation, looks to a return of two seers of dye from ten bundles of plant, which is the fair average of one beegah. Two seers would sell for 10 rupees when indigo is selling at 200 rupees a maund; but the return from the same 10 bundles to the ryot could not be more than *Rs.* 2. 8. at four bundles the rupee.

51. Thus the planter would look to derive from the contract about four times the profit which could ever fall to the ryot.

52. We give no credit to a vague charge brought against the planters on this head, to the effect that blank stamps, as above mentioned, are afterwards filled up not as contracts for indigo, but as bonds or notes of hand, and are used against any ryot who may happen to fall under the displeasure of the factory, because such suits are simple in form, and decrees on them can be obtained with celerity. In one instance our inquiries on this head resulted in a complete negation of the charge. The planters themselves, it is well known, are not in the habit of resorting to the civil courts against their own ryots; and the legitimate conclusion from the evidence is, that the contracts are renewed in the manner indicated for the sole purpose of binding the ryot to his cultivation and to the factory. We must regret the above practice as irregular, and as likely to raise apprehensions, however unfounded, in the minds of the ryots, who are aware that in the interior blank stamps are often filled up falsely to the injury of individuals. Sometimes, we further regret to say, the sum required yearly for stamps is not as low as two annas, but it is one which would cover the whole debt due by the ryot to the factory, under the law for stamps in civil suits, apparently for the bare chance of its being necessary at some time to take the ryot into court. We have seen a ryot charged eight annas in one year for stamps, though it was tolerably certain that neither in his case nor in that of any other ryot had the planter any intention of instituting a civil suit; in other words, the ryots are yearly charged two annas, and in rare instances twice or four times that sum, to provide for contingencies which the planter has made up his mind by all means to avoid. We need hardly add that this discloses a vicious point in the very foundation of any contract made for a term of years. In short, the general object of the planter in all contracts seems to be not to secure an adjustment of accounts, but to perpetuate the obligation of the cultivator to sow.

53. The contract binds the ryot to give suitable lands, to plough, sow, and weed at the proper times, to see that the plant be not damaged by cattle, to cut it, and in some instances to deliver it at the factory. Naturally it is, as regards the fulfilment of these contracts, so worded, that we have had the greatest complaints and the largest amount of conflicting evidence.

54. We fully admit that if the planter has to pay an exorbitant price for a *putni*, or is called on for a bonus on a lease, which bonus he is expected to make up by balances of rent thought to be irrecoverable and never fully recovered, the extra sum demanded is so much taken from the outlay of the factory. By so much, it may justly be said, is the power lessened of paying ryots more liberally, and in this way the cultivator of the plant suffers. But we cannot but feel that the zemindars of Bengal have a right to sell at their own price that landed

* We understand that this is not the case in Messrs. Watson's concerns, *see* Answer 2091; the ryots there are only charged for stamps every five years.

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349

landed influence which they themselves do not always desire to relinquish, and which the planters, by their own showing, declare to be of essential and even vital importance to their main business. The native gentlemen cannot be prevented from making the bargain most advantageous to themselves; and if they see the planter more than usually anxious to gain a special object, it can hardly be wondered that, for the gratification of that object, they should exact a high price; this is the law of buying and selling all over the world. A. 2225. 2899. A. 2570.

55. On the whole, then, we cannot subscribe to the opinion that there is anything in the conduct of native zemindars which evinces hostility to the cultivation of indigo, or which places a bar to the investment of European capital. And the tenure of *putnis*, so often purchased by Englishmen, has lately been rendered more secure. Formerly they were liable to be cancelled on the sale of the superior or zemindary tenure for arrears of revenue; now they can be registered under Act XI. of 1859. For all purposes of power and influence over ryots, and security of cultivation, the *putni* tenure can be made equal to that of the zemindar or talookdar, whose connexion with the estates ceases whenever a *putni* has been created.

56. As regards the next two heads of this part of our inquiry, viz. the case between the planter and the ryot, and the oppressions which the former is said to practise, it is obvious that in this lies the gist of our inquiry, and our remarks on this part of our subject must occupy some space.

57. We have endeavoured to find out how exactly advances were first taken by the ryot, but without much success, because most of the witnesses of that station in life who appeared before us, instead of throwing any light on this point, have generally maintained that the original advances were first given many years ago, in their youth, or that they were taken by their father or grandfather. From the evidence of the planters, however, as well as from that of others, we are led to conclude that advances being offered at a season of the year when the ryot is in want of money for rent and for the annual festival of Doorga, they are in some instances willingly and even greedily accepted; some men are in debt, others want to spend money, and all like money without interest. Still, as it is asserted by ryots, and admitted by planters, that many of the ryots are not allowed to clear their account, and are, as it were, hereditary cultivators, working under old advances, and that the practical effect of the system is, "that the son sows because he believes that he is responsible for his father's debt," we are fairly warranted in concluding that cases of advances, given for the first time to fresh parties, are of late years not very numerous in any part of the country. We have reason to think that the son, when he succeeds to the *jumma* of the father, and becomes liable for his father's debts, conceives the impression that he is also liable for his father's engagements, and so is persuaded into continuing the cultivation. A. 674. 3001. A. 304.

58. We are far from drawing the sweeping conclusion that all advances are or have been necessarily made under strong compulsion. To ryots of estates not held by the planter, of whom in some large concerns there are a considerable number, it is obvious that strong compulsion could not be applied without producing disturbances; and in such case the ryots were probably willing at first to receive advances in cash; or persuasion, or the influence of the zemindar, if friendly, were doubtless the means applied. A. 493. 504.

59. The planters all urge that strict supervision over each successive agricultural operation is rendered necessary by the indolence, supineness, procrastination, and faithless character of the Bengali; that the European manager or assistant must occasionally visit the lands, and that the factory servants must be regularly deputed to see that the ryot ploughs, sows, weeds, and cuts at the proper dates. With all this, they affirm that this supervision is not carried to an extent calculated seriously to harass the cultivator, and that the same kind of watchfulness and care are exercised, though in a less degree, by the *mahajan* who advances money on the security of the ryot's rice crop, and by the officers of Government in regard to the cultivation of the poppy. The ryots who appeared before us, on the other hand, are loud in denouncing the above supervision, as harassing and vexatious; they say that they are required, again and

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again, to plough, to crush the clods, to remove stalks, to smooth the ground, to sow at the precise moment which the planter may dictate, until neither their time nor their labour can be called their own; their rice grounds are left untilled or only half tilled; and they are subjected to such constant annoyances, indignities and oppression, while their bundles of plant are unfairly or hurriedly measured, that they have learned to hate the very name of indigo. For confirmation of the above remarks, we have only to solicit his Honour's attention to the evidence on both sides, which, on this head, is too copious to detail.*

60. We believe that one explanation of these contradictory statements, and the main point which it is necessary to keep in view from this time forward, is, that the cultivation of indigo is not profitable to the ryot on the terms heretofore existing. Without anticipating our conclusions on the just and fitting relation between ryot and planter, we think it absolutely essential for a right understanding of the whole subject at this stage of our report to draw his Honour's special attention to this fact, and that it is a fact not to be disputed or questioned, we shall now show, not from the evidence of exasperated ryots relating their grievances, or from that of the gentlemen who have testified in their behalf, but from the admissions of the planters themselves, or of those who have spoken somewhat on this side of the question.

61. It is admitted, then, by one planter, Mr. J. P. Wise (A. 30), "that the ryot takes very little interest in his indigo crop," and presently by the same witness (A. 120) "that indigo at present is not so profitable to ryots as other crops;" by a gentleman who has had experience as a magistrate of a large indigo district, that the crop is unproductive, and that "hitherto the planter has taken upon himself too little of the risk, and left too much of the risk with the ryot" (A. 273); by an old planter of large experience, that "the risk is, no doubt, with the ryot" (A. 372), and (A. 374) that "the ryot, generally speaking, does not produce enough to cover his advances;" by a gentleman who was a planter formerly, "that the cultivation is not popular because it is not profitable, and the ryot has to bear the whole brunt of the risk" (A. 513); by another gentleman, that *nij* is more profitable to a planter than "dissatisfied ryots, who give a great deal of trouble, and cost a great deal of money;" by a gentleman who has a large *nij* cultivation, "that even were a beegah of indigo to pay better than a beegah of rice, the ryot would give a preference to the rice" (1453); by Mr. Larmour, "that indigo may not be profitable or popular in some places," (2161): by Mr. Clark, that the ryot "will sow a small quantity to please his zemindar, although he may not gain much profit by it," (3443); and, generally, by planters and by zemindars of experience in *ryotti* cultivation, that the cultivation is not directly remunerative to the ryot; but it is pleaded that this is to be attributed mainly to bad seasons, high prices, and the precariousness of the crop. In mitigation of this charge, too, it is urged, that it has still been found comparatively easy to satisfy the ryot, and to keep him contented and faithful to his engagements by the grant of what have been termed collateral advantages; and that even with the above disadvantages, several ryots, working honestly and faithfully, have cleared their advances, and received large payments in excess. This last averment is quite true, but it is also true that by the practice of the factories, some ryots who might have cleared themselves are nevertheless kept in debt, because it would seem, when their delivery of indigo would suffice to clear their balance, the planter prefers to pay fresh cash to the ryot for the indigo, and retain the old balance against him. With the favourable exceptions, the fact remains of the greater number of ryots being in balance, and sometimes in heavy balances in all the large concerns of which we are qualified to speak, and of their having been so for years; in other words, the fact of their having repeatedly grown plant without profit, under a supervision which planters themselves avow to be requisite, and which the ryots declare to be vexatious, stands out as a broad and decisive one, from which it is possible to draw but one inference.

A. 3538. 3834. 3522.

A. 492. 596, 7.

62. Various attempts have been made to show the expenses of cultivation, and the profit and loss of the cultivation of indigo and of other crops, which will

* Appendix, No. 1, Evidence of Ryots, *passim*.

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will be found in the evidence. Even the most advantageous statements, made on favourable suppositions, show but a slight profit derivable to the ryot from indigo, and it is quite clear from the statements as to the production of rice, not to speak of the higher kinds of produce, that indigo, as a paying crop, must stand very low in the scale. The valuable information given as to the rise in prices, and the returns of divers kinds of produce in the Appendix, aid in establishing this point beyond question. A. 101, 2, 3. 604. 1450. 1511. 1802. 2049. 2082. 2437.

63. Some ryots may have been pacified, contented, and even willing to sow, and several ryots even in the past years have cleared their advances; but when we consider the small number of those who have done this, and the large number of those who have not, within the limit of one of the largest and best managed concerns, the Bengal Indigo Company, the huge amount of bad balances of a long series of years, pronounced irrecoverable, as well as the frank admission of planters, that most of their ryots are on the wrong side of the books; we can have no doubt that the question of direct profit to the ryots as a body, is no longer matter for serious discussion. A. 2066. 2895.

64. But, it has been said, the ryot once fairly under the shield and protection of the planter, enjoys those solid but indirect advantages, whereof particular mention was made in the commencement of this Report, when we stated the case, as it was generally put by those in the interests of the planter. As far as our inquiries have enabled us to discover positive facts, we have heard of but two dispensaries, that at Mulnath, and that at Salgurmudia, and a few vernacular schools; and we can of course readily understand that every European, remote from medical aid in the interior, keeps by him a supply of medicines, not only for himself or family, but for the use of such of the neighbouring population as may apply to him in cases of sickness. We cannot either refuse to believe, in spite of the asseverations of the ryots to the contrary, that many planters have been in the habit of assisting ryots with money, quite independent of the regular advances, for the purchase of cattle, or for the repair of houses; and it is not within our knowledge that such loans, without interest, would be available to a ryot in distress from any other source. A. 600. 1454.

65. Then, there is the question of diminished rents. By this we do not understand that any planter becoming possessed of temporary or permanent rights in land, ever takes less rents than were taken by the person from whom he has derived his interest. What is meant, is, that the leaseholder or the *putnidar* forbears to put in force the power derived to him to measure and assess the lands of the ryots to the full amount legally permissible, and that he also never calls on the ryots for those various payments, which some of the native zemindars, on some one pretext or other, constantly demand from the tenants, on births, marriages, religious festivals, and similar events, or on pressing necessities. Mr. J. P. Wise asserted his belief that he could double the rent of his ryots, and Mr. Forlong said that he allowed the ryots to sit at as easy a rate as possible. Mr. Larmour, in Mulnath alone, has released 17,000 beegahs of land held rent free, on the production by the holder of certain papers called the *taidad*, endorsed by the collector of revenue. A. 2411. 114. 2914. 2232.

66. That the above demands are made by some native zemindars is perfectly notorious, though there are some honourable exceptions to this rule, and we can readily believe that such are unknown on estates held by planters, but the statement regarding the omission to raise rents must be taken with a qualification, for we have seen the admission by Mr. Larmour of his taking certain leaseholders' fees, though not heavy fees, and of his having raised the rental of his *putni* by management and measurement some 18,000 rupees a year; and it can hardly be imagined that an European acquiring a permanant landed interest such as *putnis* confer, should not avail himself of his inherent rights. Again, some of these advantages depend on the planter's command of money; and money in late years has been scarce. A great deal too would depend on the skill, tact, and experience of the planter in giving the fullest effect to the kind of collateral advantages which he had it in his power to offer. Then there is the contrast of the planter's rule to the rule of the zemindar, and to what is termed the rapacity of the *mahajun*. As regards the latter, his terms are high, and his need is felt everywhere, but we are not aware of similar complaints made by the ryot of the pressure of his debts to the money-lender. At any A. 2001. A. 75. 400.

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A. 2013. 2114. rate no body of ryots have come forward with such complaints, nor do we think that the slight supervision which the majahun may exercise over the cultivation is vexatious to the same extent. As to the zemindar, we should ask all Europeans seriously to remember, if they take this view of the question, that when they acquire influence and authority of whatever kind in this country, it is not sufficient that they should exercise it with only a little less of the oppression ascribed to the native. The rule of the foreigner should not only be as good as that of the indigenous zemindar; it should be much better in every possible point of view, to take only the low ground of political or private expediency. Experience teaches us, in every department, phase, and period of Indian history, that the lower orders will endure patiently at the hands of one of their own colour or creed 10 times the oppression which they would at the hands of a foreigner. Allowing too, that many planters dispense a summary justice in the courts which they hold, to their own ryots, the zemindars, who attend to business, do exactly the same; when therefore these points are fairly balanced, the indirect advantages which planters have usually offered, will be found reduced to a certain moderation in the enhancement or assessment of rent, some few loans without interest, and some other acts of personal kindness. We say this in no spirit of disparagement to the planters, but it must be obvious, that unless dispensed with regularity, or if exposed to any peculiar counteracting causes, such advantages could not be expected to compensate for the direct loss of profit to which agriculturists look in all countries, for the chance of extortion at the hands of the numerous servants employed in the task of supervision, and for the life tie which binds the ryot to the factory. Indeed, to quote the language of our colleague Mr. Sale, a system, which for its success, may depend
A. 949. on either terror on the one hand, or indulgence on the other, is not a good system in any country.

67. Besides, even if we admit the full force of indirect advantages to exist in all well regulated factories, there are, even in the very same factories, disadvantages and inconveniences peculiar to this system, and to no other that we are aware of. We have clearly explained the system of contracts, which never end, and which are tantamount to a denial of personal freedom of action, and which result in the additional charge to the ryot of two annas a year; small, indeed, but irritating and unnecessary.

68. Then the lands of the ryot are selected as the planter may choose; they are not bid for; nor are those which the ryot would set apart for indigo usually taken; and they are measured for their produce by a standard different to the usual zemindary or land measurement. This varies from one-fourth to one-half as large. In defence of this it is pleaded that the difference is of long standing, and is one of which the ryot is fully aware, and it is shown that there is one uniform standard for the indigo beegah throughout all indigo concerns in the Nuddea district. But there is no question that the distinction operates to the prejudice of the ryots; and of all the complaints which they have made known to us, this is one of the most universal, and the source of very considerable disgust and ill-will. Again, when there is a crop of seed grown from the stumps of the indigo, it is considered the right of the factory to take the produce at the invariable rate of four rupees a maund, and this, when the seed may be selling in the bazar at from 10 rupees to 30 rupees a maund, as has been the case in the three last years. But we have reason to believe that this rate was originally fixed when the price of seed in the market was generally much lower.

69. Thus the constant attitude of the ryot, when under the planter as zemindar, is one of dependence; and that of the planter to the ryot ought to be, and sometimes is, one of advice and protection. But, even should such protection never be exchanged for harshness and oppressive conduct, it is quite clear that this mutual relation is hardly compatible with the free and uninfluenced exertions of manufacturer and producer. For according to the decisions of the highest courts, whenever the law may come in between the parties, the produce of the land belongs to the ryot. That the land is not the planter's, to enter on at his free will, is quite clear from the course he is compelled to pursue whenever he resorts to *nij* cultivation, and when the plant grows up, it belongs to the ryot, who is only bound by civil contract to deliver it at the factory. Here, too,

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too, we must discountenance an erroneous notion, which has been held in some quarters, to the effect that the labour of the ryot costs him nothing, on the ground that he, in the performance of his contract, with his own muscles, drives his own plough, behind his own bullocks, over lands of which he is the undoubted occupant. The bullocks, the implements, the time, and the labour of the ryot represent to him his capital; and it is quite certain that in the populous districts of Lower Bengal, such labour has a market value. Besides, a ryot unemployed in working out his contract would be cultivating his own lands, or helping his neighbours under the plan of mutual assistance, well described in answer 458. Still the ryot may be able to cultivate his land with indigo at a cheaper rate than the planter could cultivate his *nij* lands with the same crop, by hired labour. We need hardly use further arguments to set before his Honour one of the first principles of political economy as to what represents capital. Our object is simply to show that, until the plant reaches the vats in the factory, no share in the labour of producing it has been borne by the planter. He has given his advances and his seed. Everything else, the land, labour, and the risk, is the ryot's.

70. We have deemed it our duty thus to draw attention to the unfortunate position of the ryot as a cultivator of indigo, because it is one of those points that has hitherto been kept out of sight, misrepresented, or misunderstood. The Commission, which has been mentioned at various times for the last twenty-five years as a desideratum, has now been looked for anxiously by the agricultural population; the more intelligent portion are fully aware of its objects; and we feel that it is incumbent on us first to place in the strongest and clearest light, the ryot as he appears to us, deprived of his free will, and bound to continue a cultivation, which does not give him a fair or adequate profit, which in its worst aspect he absolutely dislikes, and in its most favourable aspect he is only induced to tolerate. All the defects of the system, inherent and incidental, all the faults which justly are to be laid at the door of either planter or ryot, by their respective opponents, may be traced originally to one bare fact, the want of adequate remuneration. It is this that mainly renders the possession of landed influence indispensable to extensive cultivation, and it is owing to this that the planter has to urge the ryot to plough and to sow, to weed, and to cut, by means little short of actual compulsion; it is this that brings out into strong relief the well-known defects of the national character of the Bengali; that sharpens his cunning, aggravates his indolence, tempts him to procrastination, and fosters his proneness to concealment; it is this, in short, that renders the whole relation between the two parties, one prolonged and unhappy struggle in which Anglo-Saxon energy, promptitude, and pertinacity, are often almost baffled by that subterfuge and evasion which are the proverbial resources of the weak.

71. But having thus discharged our duty towards the ryots, we mean to be just towards the planter, and to take no unfair or contracted view of his past and present position.

72. Indigo, it is well known, is one of the most important of our exports, and a staple of great value in the home and foreign market. The indigo manufactured on this side of India is of prime quality, and that of Lower Bengal especially, which is produced in the districts of Nuddea and Jessore, is probably the very finest in the whole world.

73. The annual outturn of this dye on this side of India, for the season, averages 1,05,000 maunds, and the value of this would be nearly two crores of rupees, or two millions sterling.

74. It is clear that, even independent of all other political or social considerations, the loss or diminution of an export of such extent and value would be severely felt both in India and England.

75. But the absence of the manufacturers would be also felt, we have every reason to believe, in the interior of the country, were the skill, outlay, and enterprise which are expended on indigo to be suddenly withdrawn.

76. In a political aspect, the presence of a body of Europeans, scattered over various portions of the interior of the country, is highly valuable. In troublous

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or disturbed times, it is to them that Government would partly look for assistance in the repression of anarchy, the maintenance of order, and the counteraction of disaffection. In more quiet times the residence of an Englishman is a sort of guarantee that violent abuses shall not long remain undetected. If there is an oppressive law, or a barbarous and antiquated custom, he is probably the first to feel its pressure, and to be urgent for its abolition. If a public functionary is corrupt, idle, or incapable, he will pray to have him removed. Though his complaints be sometimes unreasonable, or be tendered in no measured language, the Englishman acts as the representative of public opinion, and we feel that the administration of justice could not well dispense with his determined and vigorous expostulations.

77. Then, as to the power of the planters to offer more liberal and advantageous terms to the producers, we must bear in mind that, as appears from the evidence of Mr. Moran and others, a considerable portion of the indigo factories are working on borrowed capital and at a high rate of interest. Before the planter, so situated, can offer handsome terms and realise a fair profit, he has to pay heavy interest on his debt and the annual outlay.

A. 1472. 78. Now the general rate of interest is not less than 10 per cent., and if paid on the block, and on the advances for the current season, it must add much to the cost of the indigo; but owing to the valuable landed interests which are attached to almost every factory, the purchase of a good sized concern is now almost beyond the power of any moderate capitalist. Taking the concerns generally, and their annual outlay, it would be unreasonable not to admit that in indigo districts there is a beneficial and active circulation of money. The residence of the manager and his assistants in the interior is tantamount to the expenditure, by each of them, of a certain sum on the spot. Large sums are annually spent in the purchase of seed, grown both in the Upper and Lower Provinces. A very considerable establishment of native servants, many of whom live in the immediate neighbourhood, and nearly all in the district, is maintained on regular salaries, and such men are thus enabled to rise in the social scale. At the manufacturing season of the year, large numbers of labourers are employed in many ways in working for the factory, and the mere manufacturing expenses, we have reason to believe, average 20 rupees a maund; and after making every reasonable deduction for the reasons before given, there still remains a certain sum expended in advances and payments made to the ryots. The yearly outlay in cash of the factories in the district of Nuddea alone is estimated at 18 lacks of rupees,
A. 3189. which is about six lacks in excess of the Government revenue. It must be
A. 1530. that such a system facilitates the collection of rents and circulates cash through many villages. The amount paid in wages during the manufacturing season by Messrs. Watson & Co., amounts monthly to something very large. The value of the property is very great: the same concern in Rajshahye, and three or four other districts, the Bengal Indigo Company in Nuddea and Baraset, have an amount of property at stake in the country, both in houses and lands, which may be estimated at little short of half a million.

79. Next, as regards the soil actually taken up for indigo, it is quite certain that low *chur* lands, which are submerged early in July, could not grow anything else but indigo as the first crop of the season. Early rice grown there could not come to maturity before the inundation in July. On some other *chur* lands not exposed to so early a rise of the rivers, the *Aous* crop of rice could no doubt be grown, but the anxiety of the ryot to grow rice is more visible in regard to high lands than to any kind of *churs*. These high lands are indeed a different subject; they are not exposed to any rise of the rivers, except in remarkable seasons, and they are preferred by the ryot for rice for reasons already specified. Yet in any concern, the area of such lands taken up for indigo does not exceed one-twentieth of the whole village, or as a very extreme cultivation one-sixteenth; and we have every reason to believe that indigo not being in itself injurious to the soil, it is decidedly advantageous that there should be a due rotation of it with other crops. As a mere question of agriculture, it is beneficial that indigo, like tobacco or sugar-cane, should occasionally occupy lands which otherwise might be given up mainly to rice. We here argue on the supposition that indigo were really remunerative, for,

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in this case, the ryot would be glad that it should have its turn with other products, in the same way as he has hitherto sown it for seed, in parts of Jessore and Nuddea, without any advances, and to his own profit. Viewed in this light, we should be loath to see indigo cultivation entirely thrown up in any one district, and must hold it to be of service to the agriculturist in the due rotation of crops.

80. Nor must we omit to give prominence to the fact that, wherever indigo planters have established themselves, whole tracts of jungle have been cleared away. The evidence of Mr. Reily, Mr. Tissendie, Mr. Forlong, and others, is conclusive on this head. Nor can we assent to the inference that these good effects are connected solely with an extension of *nij* cultivation and not with an increase of population and homesteads. Perhaps, in the first instance, lands so cleared were sown by the factory servants, but as such cultivation is confessedly expensive, and as it is the object of the planter to extend his *ryotti* and not his *nij* cultivation, we can have no doubt but that the clearance of jungle was, in nearly all instances, followed by an addition to the number of the villagers, and in this way that social comfort was promoted. A. 2587. 2024. 3153.

81. Conflicting statements have been made as to whether there is or there is not a perceptible difference in the condition of the ryots who grow indigo, compared with those who do not grow it. Seeing that it is not to be contravened that the majority of ryots derive no profit, but a loss, from indigo, and that many ryots in the greater part of Hooghly and Baraset, as well as those on Mr. Morell's estate in Backergunge, and in other parts of that district have grown rich and wealthy, without this kind of cultivation, we do not discover any particular difference to be perceptible in favour of ryots who are cultivators of indigo.

82. What we desire to see is the relation between planter and ryot placed on the permanent footing of a free, a healthy, and a mutually profitable intercourse. The presence of Europeans, their attention to business, the help they give to officials, their energy in clearing jungle, and in aiding in the formation of roads, the check they give to abuses, their yearly circulation of large sums of money, are all things to be admired and valued. But these benefits will be more freely felt, and more openly acknowledged, whenever the whole system shall have undergone a thorough reformation, and when indigo can be cultivated under such circumstances as shall remove even the bare apprehension of agrarian rising and popular discontent. A. 307. 882.

83. The planters, we must also state, have thrown no difficulties whatever in the way of our inquiry. On the contrary, they have come forward with their books and accounts to afford us all the information in their power, and never, during the progress of the inquiry, have they been even taxed with attempting to intimidate ryots, or with obstructing evidence. We have all been struck, too, with the fulness, lucidity, and openness with which several of them delivered their testimony, and we have had reason to admire the thorough knowledge which they evinced of all the principles and details of the planter's profession; nor can we doubt that such qualities would be calculated to shine conspicuously in any other profession or line of life which they might adopt.

84. We now turn to those distinct and specific charges which, either by one party or other, of natives or of officials, have been brought against the planters, before or during our sittings.

85. Commencing with the gravest, we shall go through the list *seriatim*. Of actual destruction of human life comparatively few cases of late years have been brought to our knowledge, as proved, and we have no wish to lay great stress on a list of 49 serious cases which are shown to have occurred over a period of 30 years in different parts of the country; because violent affrays, ending in homicide or wounding, are, we are happy to say, of not nearly such frequent occurrence as they used to be, and affrays are not peculiar to indigo planting. They occur equally where the plant is not grown.

86. *From the returns supplied by the magistrates of some of the most important districts for the last five years, some of which are entirely blank, it is quite clear that investigations into those fights between the adherents of zemin- * *See* Appendix.

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dar and planter, which used to carry desolation, terror, and demoralization into a dozen villages at a time, no longer disfigure our criminal annals to the extent they used to do. Even in Nuddea, as will be seen from the return, the cases were few in the years preceding 1859 and 1860. Some of this good result is, no doubt, due to the working of Act IV. of 1840, for giving summary possession of lands; to the law for the exaction of recognizances and security against apprehended breaches of the peace, namely, Act V. of 1848; and to the establishment of Subdivisions, with convenient circles of jurisdiction. A good deal is owing, also, to the acquisition by planters of rights in lands, and to the peace and quiet which usually follow such acquisition, as far as affrays and fights are concerned; but something, also, is due to the better skill and management of factories generally, and, we doubt not, to the good sense and good feeling of the most influential planters.

87. Affrays carried out with premeditation, on a large scale, by means of hired clubmen, we are thus happy to pronounce rare in some districts, and in others unknown.

88. Then, as to the burning of bazaars and houses, we have a clear admission from a gentleman whose character entitles him to great respect (A. 670), that he "has known of such acts," but no well proved instance of this sort has been brought to our notice in any oral evidence. In one or two instances mentioned to us, when a fire took place, it was a matter of doubt whether its origin was not accidental; and we cannot, therefore, but acquit the planters as a body of any practice of the sort, though we do not mean to say that cases of arson do not occur in Lower Bengal, in consequence of indigo disputes. A crime of this kind would, from its very openness, attract attention, and should be susceptible of the clearest proof.

89. As regards the knocking down of houses, gentlemen of undoubted veracity have seen places where houses had been, and have known indigo growing on deserted homesteads, understanding that the ryots had absconded after some dispute, and that their houses had been demolished. We have the clear evidence of Mr. Blumhardt (A. 1287, 1288) to an outrage of this kind, which came under his observation. It is to be noticed, however, that in this case a sentence imposed at the Sessions was reversed by the Sudder Court. Unless we could fathom the origin of all desertions, we could not take on ourselves to pronounce that houses had been wantonly knocked down by the planter to intimidate the ryot. In one case, particularly, the manager of the Bengal Indigo Company distinctly denied having caused a house to be knocked down, and gave a totally different version to the alleged outrage; and as, whenever a ryot deserts his homestead and settles in another village, the land thrown up, both by law and custom, reverts to the zemindars, we are still less able to pronounce that for any piece of indigo seen growing within a cluster of ryots' houses, or on an abandoned homestead or *beeta*, a house or houses must have been first knocked to pieces.

A. 2134.

90. Still, the demolition of houses, either with the direct or indirect order of the planter, does occasionally, we fear, occur; and it is quite certain that four respectable gantidars of the village of Goaltolli had complained, three of the destruction of their property, and all four of their valuable *ganti* tenures having been taken from them; nor did the manager deny that those tenures were no longer enjoyed by their rightful owners.

91. As to outrages on women, which, more than any other act, might offend the prejudice and arouse the vindictiveness of a people notoriously sensitive as to the honour of their families, we are happy to declare that our most rigid inquiries could bring to light only one case of the kind. And when we came to examine into its foundation, as seriously affecting the character of one planter, and, through him, the body of the planters in a whole district, or as affording any clue to the excitement of the past season, we discovered that there were very reasonable grounds for supposing that no outrage on the person of the woman had ever taken place.

92. For this we rest on the full report of the magistrate of Nuddea on the charge as preferred before him, which is given in the Appendix.

93. That

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93. That the woman, in this case, was taken away by the servants of the factory, is a fact beyond dispute; but as the magistrate has disbelieved the evidence to further outrage, and as the manager of the factory has satisfactorily shown to us that he was absent from home until the very day the abduction took place, and that he no sooner became aware of the fact than he ordered the woman to be returned to her friends, and as he also declares on oath that he subsequently saw the uncle of the woman at the factory, but heard nothing further on the subject, we cannot, on all this, but consider even this one single charge, in its heinous aspect and as affecting the manager, to be disproved. Still, that the servants of any factory should have dared to commit such an act as the abduction of a woman in open day, speaks strongly for the absence of all restraint and the lawlessness of the offenders.

94. There remain, then, of serious charges, those of kidnapping men, carrying off cattle, and rooting up gardens, and other offences; these practices being said to be habitual whenever ryots disobey orders issued from the factory. Here, we regret to say, the cases brought to our notice are so numerous and so well authenticated as to make us apprehend that the practice of imprisoning individuals in the factory or its outhouses is of common occurrence. As regards the seizure of cattle, the cases are not so numerous; but Mr. Sage speaks of it as a "general custom," and he was, no doubt, speaking from facts within his own knowledge. A. 613.

95. As regards gardens, ryots have made numerous complaints as to date-gardens and plants being uprooted to make room for indigo, and we are afraid that, in some instances, such injuries have been inflicted.

96. Discarding all cases resting on vague hearsay, questionable authority, or mere general rumour, we think that the following array of facts which are put in evidence either by the sufferers themselves or by gentlemen of undoubted credibility, as facts brought to their own personal knowledge, prove the undeniable prevalence of seizing cattle, and more especially of kidnapping. We would refer, then, to the three distinct cases of abducting cattle mentioned by Mr. Schurr, in Answer 779, all three within his own cognizance, and two happening under his very eyes; to the case mentioned by Mr. Eden in Answer 3576, in which he states that he caused the release of 200 or 300 head of cattle; to the first case mentioned by Mr. Lincke in Answer 891, and to the case of abduction of two men for more than two months, mentioned in the same answer, referred to by Mr. Bomwetesh in Answer 956, and explained further before us by one of the sufferers, with the marks of violence still visible on his head and person; to the cases mentioned by Mr. Bomwetesh in Answer 958 and Answer 962, as within his own knowledge, and told him by the very sufferers themselves; to the case of oppression mentioned by the same gentleman in Answers 985 to 987, when a garden of plantains and vegetables was cut down close to the witness's house, in order to make way for indigo; to the narrative of Gunni Duffadar in page 59, showing that he and his father were wounded and taken away by force, the latter simply for having done his duty, and that, after confinement for some months, they complained to the magistrate on their release, but were persuaded to let the matter drop; to the narrative of Faquir Mohammed, showing that only last year he was confined in a godown for eight days, because he would not act as the people of the factory would have had him act; to that of Ishwar Chunder Chowdari, a highly respectable and substantial *gantidar*, showing that he was confined for three days in a godown, but got away by giving some money to his keeper; to the statements of Sabir Biswas, Adam Mandal, and Bhobataran Halodhur; to the case mentioned by Mr. Herschel in which he released two men who had been taken out of his own subdivision in Moorshedabad to the district of Malda; to the cases reported by Mr. Eden, one of which is mentioned by Grihish Bose, first class darogah, namely, those in which Mr. Tripp and Mr. Laidly were severally fined for kidnapping, which cases have been fully laid before the public within the last three years; to the two of which the narrative is given by Mr. Lautour in his evidence, viz., of Mr. Forde and Mr. Tissendie, and the judicial sentences therein passed on the planters are filed and printed in the Appendix; to the case of Shital Turrufdar, mentioned in page 295 of the Blue Book, Part I., and finally reported on by the Commissioner of Nuddea in his letter A. 1772. A. 2373. 2317. 1381. 2809.

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letter of the 5th July 1860; to that discovered by the activity of Mr. A. J. Bainbridge and judicially recorded in pages 124, and following, of Part I. of the same Selections from the Records of the Government of Bengal; and to the recent kidnapping of a boy named Arman, reported in the letter of the Commissioner of the 3d of July last, wherein it is shown that this offence had been compromised by the deputy magistrate in opposition to the orders of the magistrate of Pubna.

97. Of all cases in this country, those of kidnapping are the most difficult of discovery and proof, and those in which conviction rarely follows. But in some of the above instances the ends of justice have been actually attained. In one, there was a positive failure of justice, even when the facts were shown and the means for redress were available. We allude to the case of Abadi Mandal; and though it is some satisfaction to us to find that the head of the concern was absent in England during the time of the man's confinement, and is therefore blameless in the matter, yet looking at the whole facts, we must record our opinion that one such case of violent and unlawful confinement spreads alarm throughout the whole neighbourhood, reflects discredit, by its results, on the administration of justice, and lowers the estimation in which, for legality and fair dealing the European character ought to be held.

98. That a man of the respectability of Ishwar Chowdari, one of those small proprietors to whom, as a body, so much of the improvement in the actual prosperity of the country is owing, should be subjected to the mere indignity of confinement for three days, is also a fact which speaks for itself.

99. Nor did this man tell his story with any exaggeration or emphasis. Being of good family, and having an hereditary and inalienable lease, liable to no enhancement, he merely objected to have his rent raised, and confinement was the natural consequence of his refusal.

100. Indeed, this practice of confining recusant or obstructive parties in the interior of the country, is so common as to be spoken of without the least reserve. A most respectable witness, in answer to a question put as to what would be done, supposing a silk contractor were to refuse to take advances, replies, "we should have demanded instant payment of his balances, or we should, doubtless, have confined the man in one of the godowns if there was no possibility of getting speedy justice."

101. We are fully aware that the delay and difficulties of the law, the corruption of the police, the venality of the native clerks of courts, and the opposition, direct or indirect, which the European may encounter, are repeatedly put forward as excuses for planters thus, as it is termed, taking the law into their own hands. But no code of law that we are aware of would visit any offence of which any of the above sufferers could, on the broadest supposition, have been guilty with the penalties which, without form of justice, they have been compelled to pay. We could understand a man forcibly cutting a few acres of plant, claimed by a rival planter or zemindar, in anticipation of a decree of Court, and urging in excuse of his conduct, that he had no resource but to cut the crop or suffer grievous injury, for which the law would not sufficiently reimburse him. But it would be puerile to put forward this excuse to cloak the abduction of cattle on the scale witnessed by Mr. Schurr, or the habitual practice of confining helpless individuals in godowns until they submit to the will or caprice of the planter. Again, it is said, and doubtless with more or less of truth, that men who are regarded by the planters as troublesome characters, who might lay complaints, or incite others to resistance, or otherwise increase difficulties, are thus confined and kept out of the way. This, while it may account for the practice, is no real justification. Then it may be urged, unfortunately with truth, that the practice was not invented by the planters, but was previously practised, and is still practised, by others. But, obviously, it is to be expected that, as before remarked, European gentlemen in the position of planters will rather by good example discountenance the evil practices which already exist. It may be further said that there are some planters who would not habitually act thus; but still the frequency of the instances is calculated to cast a reflection on the entire body.

102. In short, when we hear of and thus see cases of kidnapping happening in

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in different years, and many of them recent, and extending over a large tract of country; and when we consider how impossible it is that many similar cases should not occur, but never see the light, we can only look on them as proceeding habitually from a determined and headstrong spirit which, at all risks, will have its own way.

103. There was really more to be pleaded in excuse for affrays, when affrays did happen. An affray was caused by the meeting of two bodies of armed men, supplied with funds, probably, by two equal, rich, and influential antagonists.

104. The police were weak; the chief authority was at a distance; there were, as we have already stated, rights in jeopardy, or valuable property at stake, which it was imperative for one party or the other to defend or to place at once in security. But for this practice of carrying off individuals, and taking them, sometimes in a wounded condition, from place to place, in order to elude research and detection, we can make no extenuation.

105. On the contrary, we deem it our duty to mark it with our deliberate reproval, as alien to the British character; and while we earnestly call on all unofficial Englishmen henceforth to discountenance it by precept, authority, and by the dismissal from their service of any of their subordinates, European or native, who resort to the same, we also think that no means ought to be left untried on the part of the authorities to check and eradicate a practice which must, more than any other species of illegality, tend to make the ryot chary of complaining, hopeless of redress, and inclined to cherish the belief that Europeans are placed above the law.

106. The consideration of this point leads us further to the various oppressions and extortions stated to be practised by the *amla* or servants of the factory. On this head minute inquiries were made; but nearly all planters unite in deposing that all payments, on whatever account, are made to the ryot in the presence of the manager or of his European assistant.

107. We accept these statements without question, but as this does not quite meet the complaint of many ryots, or the belief entertained by other parties of the exactions to which the cultivators are often subjected, we can only reconcile this discrepancy by inferring that the prevalence or the reverse of such a practice must depend very much on the character of the planter, his knowledge of the language, his accessibility and readiness to hear and to afford redress, and his general good management. It is not pretended that *dustoori*, or perquisites, are not taken by the servants of the factory, when not under the planter's eye; this is done unfortunately in all establishments, public or private, official or unofficial, whenever cash passes through the hands of native subordinates. And thus if the planter is unusually careless, and the servants more than ordinarily rapacious and exacting, the extortion becomes habitual. Looking to the pay of the lower class of the factory servants, and to the many instances in which witnesses have detailed to us the items of their just dues of which they have been mulcted by the *dewan*, *gomashta*, *amin*, and *tukidgir*, we feel warranted in saying that we do not think a sufficiently strict hand is kept over the servants in all factories, and that a ryot may be afraid of complaining against a man who may have the opportunity, the next week, of seizing his cattle on pretext of damage done to the growing plant; a complaint to which, from its nature, a willing ear might be lent. At this point we must observe, that instances have been specified to us of servants of factories having built brick-houses for themselves, probably by the profits which their situations afforded them; and though there is exaggeration in the numbers of bamboos, babul, mangoe and other trees, as well as in the amount of thatching grass which several ryots state to have been cut and carried away by the servants, for the use of the manager or assistant, the same not being adequately paid for, or even paid for at all; yet that ill-paid servants in the interior, responsible to no one but their master, and with the courts and police at some distance, are too apt to take goods without payment, when they can find an opportunity, is a fact we cannot question. At the same time we admit that charges of taking such articles without paying for them are justly brought against the lower native officials of many public departments. Our finding on this head, then, can

A. 1585. 1762.

can only be general. We see the facilities for oppression, the only safeguard in which lies in the vigilance of the planter; we cannot take on ourselves to define its extent; but from the evident temper and exasperation of the ryots, we fear, that in some instances, the amount was considerable.

108. On the whole, we must sum up these cases between planter and ryot, by declaring our conviction that the relations between the two, even in the largest concerns, managed by the most kind and experienced planters, are in a much more unsatisfactory condition than are the relations between planter and zemindar. The latter has power and wealth, and if he has lost anything, he has got some equivalent.

109. It matters little whether the ryot took his original advances with reluctance or cheerfulness, the result in either case is the same; he is never afterwards a free man. Of all those who have appeared before us, we remember but two or three who had thrown off their connexion with indigo before the commencement of this season. And no man has been brought before us who had cultivated, cleared himself, and had not re-engaged. When we look at the very form and letter of the contract, the large array of bad balances which are neither cleared off nor attempted to be claimed by course of law, the length of time most cultivators have been under engagement, the avowal of one planter that to encourage any ryot to pay off his balances would be virtually to close the factory, the strict supervision which the very necessities of his position and the instinct of self-preservation impose on the planter, the defective measurement of the bundles, and the extra measurement of the standard indigo beegah, the number of the factory servants, their character, salaries, and their opportunities, and the avowedly small return in cash to all but the most fortunate and substantial ryots; looking at all this, we feel conscientiously that with all the alleviations of loans, kindness, or protection, to mitigate the compulsory character of the cultivation, with every allowance for the late rise in prices, for six consecutive bad seasons, for the failings of the Bengali character, for the imperfections of the law, and for the particular trials of the planter, the whole discloses a state of things greatly to be lamented, and requiring the earliest and most vigorous reform. In fact, violent individuals can only work such a system by oppression and ill-usage, and the best and most considerate can gain credit only by the fact of their having worked it, not merely without producing any open manifestation of discontent, but even with some appearance of contentment and satisfaction on the part of the ryots.

A. 192.

110. While thus condemning the system as it now exists in many places, we are anxious to give due weight to all the points which may be alleged in defence or extenuation. Doubtless the planters have, as a body, suffered much from bad seasons, and have not thought themselves in a position to afford liberal terms to the ryots. If they have pressed on the ryots, which we do not justify, they have themselves been under a pressure of circumstances, and in some cases have only been able to maintain their position. The administration of civil justice has been defective. The evils admitted to exist in the system of planting are not universal wherever indigo is grown, nor are the offences committed by the planters or their servants altogether peculiar to indigo. Some of the plant is grown on a fair system, though much is grown on a bad one; while in some districts discontent is rife, in others no complaint is made as yet.*

111. There are advances given under other systems and for the purchase of other kinds of produce on a large scale, and in the opium and salt monopolies there is a supervision exercised by the officials of Government, some of whom are not highly remunerated. It is quite possible that even in those systems, and under the closest superintendence, there may be fraud or extortion practised on the cultivators and manufacturers, though we have no direct evidence to this effect. We argue only from the general laws of native society. But take the case of opium; the regular adjustment of accounts, the refusal to allow the smallest item of bad balances to remain clogging the cultivator, the reluctance to allow careless cultivators to remain under engagements at all, and the perfect freedom

* While these sheets are passing through the press, we have numerous applications sent in from different zillahs praying for relief and inquiry on the spot.

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freedom of the engagement, which is thrown up by any single ryot who finds the same no longer profitable; these are prominent discrepancies, which we cannot pass over. For many years, the poppy was the crop that paid the ryot best in Benares and Behar; and it gave higher returns to a larger number of ryots than probably indigo ever did, even in a prosperous season. As the returns from other crops crept up gradually to those of the poppy, there was seen the perfect freedom and fairness of the engagements into which the Behar cultivator had entered. The yearly licence to cultivate was not renewed; no questions were asked by the sub-deputy agent: and the course of a few years, more than* thirty thousand cultivators in the Behar agency threw up altogether the cultivation of the poppy. Seeing this, the Government, during the present year, considerably raised the price payable to the ryot. No one pretends that the same rise of prices has not been felt throughout Lower Bengal, during the same period, and probably owing to the same causes; nor does any one tell us, in all Bengal, whether any number of ryots, or if any how many, were allowed to abandon the production of indigo. The inference is plain; while the *asamis* of Behar and Benares have been free agents in their choice, the ryots of Bengal, from the causes already enumerated, have, practically, had no choice at all.

112. As regards the conduct of the police, it is not denied that up to this time, as a body, they are liable to the charge of venality and corruption, and there can be no question that indigo, like every agricultural or mercantile pursuit, may suffer from the want of a really good police. At the same time we observe that the police do not interfere, and are not authorised to interfere, in ordinary transactions between planter and ryot. No planter is either hindered or thwarted by the police, when he offers his advances, makes his engagements, or visits the lands. The cases in which the assistance of the police is most sought for, are when lands are said to be sown or occupied forcibly. And when this interference is asked for, there can be little doubt with which party the advantage will ordinarily be. The frankest admissions have been made before us by planters as to the way in which money is given to officers of the police to ensure their doing their duty, or to prevent them acting or reporting unfairly. When matters come to this, that the assistance or support of the police can be purchased, like any other article, it is quite clear that the advantage will remain with the party who has the freest hand and the fullest purse. And it is surely not contended that, in this respect, the planter is at a disadvantage with the ryot, or lies at his mercy.

113. On the other hand, some exceptions must be made to the universal venality of the police. The bare prospect of attaining the office of a deputy magistrate tends to keep a darogah honest. Some witnesses have been emboldened to declare, that even now, clean-handed, impartial, and intelligent darogahs are to be found. And we can have little doubt that the late raising the salaries of the subordinate grades will gradually attract a better class of natives, and ameliorate all ranks of the department. A. 1755, 3528. 3421, 3511.

114. As regards any special spite or dislike to indigo or indigo planters, on the part of the police, no evidence fully establishing this point has been laid before us. The darogah will naturally look to his immediate superior; and this leads us to consider the charges often brought against the members of the covenanted and uncovenanted services, especially the former, that they favour the native zemindar and ryot, out of dislike to their countrymen, and with a view to keep them out of the country.

115. We are bound to state, that after inviting the freest communications on this head, we find the whole charge to fall to the ground. One magistrate, as we have remarked, threatened a large zemindar, during some disputes, with penal consequences if he did not make arrangements for giving a lease to a planter. Mr. Larmour, with two exceptions up to this year, has never received anything but "support and counsel" from members of the civil service. Mr. Clarke, even this year, has had nothing to complain of. Mr. Forlong, up to this year, "had received, in every instance, both friendly advice and aid from a magistrate that his official position warranted him in giving." Mr. De Dombal had only to complain of the conduct of one deputy magistrate. His explanation A. 2247, 2248. 3430.

* Appendix.

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A. 2919. explanation was attended to, and since that time he has had "no cause of complaint." Other planters have not had any but the most trifling cases for some years. Putting, for the moment, the past season out of the question, there is no evidence to show in what the alleged dislike on the part of magistrates to planters consists, or by what course of policy, series of acts, or orders unfavourable to indigo, it has ever been manifested.

116. As regards the usual course of action taken by the executive authorities and by the police in disputes arising between planters and ryots, we have diligently perused the papers bearing on this point in the Selections from the Records of the Government of Bengal (No. 33), Part I., pages 140 to 207.

117. The style of order which is held to be unfavourable to the planters, and which they object to as showing a regard for the protection of the ryot, and excluding any consideration of the contract he may have entered into, is best illustrated by the following proceeding of the Honourable Ashley Eden, the magistrate of Baraset. The orders we allude to are the following:—"Since the ryots can sow on their lands whatever crop they like, no one can without their consent and by violence sow any other crop; ordered, therefore, that the original petition be sent to the deputy magistrate of Mitterhaut, in order that he may send policemen to the ryots' land to prevent any disturbances that are likely to ensue from any compulsory cultivation of their lands, and instruct them that, if the land is really that of the ryots, not to allow any one to interfere with it. If the ryots wish to sow indigo, or anything else, the policemen will see that there is no disturbance."

118. Now these orders are strictly in accordance with the law, which never intended that an executive authority, magistrate, or darogah, should prematurely decide on the fact of a contract; they were approved of by the Lieutenant Governor; and inasmuch as they were the subject of much comment at the time, and were considered unusual, we must naturally infer that contrary orders, more favourable to the planters, had usually been issued by other magistrates; the more so as we find that an able and experienced Commissioner, Mr. Grote, had disapproved of the above order, and had amended it by the introduction of a provision to the effect that, it was not the intention of the order "that police protection should be given to such ryots as had entered into engagements with the factory, and were now on any pretext holding back from their performance." If this has been the practice, as we understand and believe it to have been; if the planter in any part of the country (page 188) was in the habit of sending his own people with indigo seed to see that the ryot performed his part of the contract; and if any ryot who held back on pleas not examined into, nor capable of examination, was not deemed entitled to "police protection" (page 189), we do not see how such a practice and such orders could ever have been thought unfavourable to the interests of the planters. And, on this showing, namely, that the order of the joint magistrate of Baraset, though strictly legal, was of a novel kind, and not in accordance with the usual practice, it is impossible for us to pronounce that any unfairness or ill-will to planters was habitually shown by the authorities; on the contrary, their practice, as shown above, was favourable to the planters and hardly fair to the ryot.

119. So far from the charge of discountenancing and disliking the planters being true, we believe the facts to be that magistrates have not been sufficiently alive to the position of the ryots, and have not accorded to them a due share of protection and support. It is not too much to say, that had all magistrates held the scales in even balance, a cultivation of the character which we have clearly shown indigo to be, would not have gone on for such a length of time. The real truth we take to be that, if anything, the bias of the English magistrate has been unconsciously towards his countrymen, whom he has asked to his own table, or met in the hunting field, or whose houses he has personally visited. In any case, the supporters of a system which, with such defects, has been allowed to go on so long under the eyes of the authorities, have hardly a right to complain of unfair treatment.

120. We come now to the last point of our inquiry under the first great head, viz., the conduct of the missionaries, and the crisis of the past season. A great deal of indignation has been evinced at reverend gentlemen, whose errand is to proclaim peace and good will, taking on themselves the character of political

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tical agitators; certainly, if to express dislike of what they deem oppression, when forced on their notice, and to stand up for the rights of those who have had no tongue to plead for them, be to carry on agitation, the missionaries of the Church Missionary Society have done this. But, in so doing, they had no private interests to advance, and no political object to gain, except the contentment and well-being of the agricultural population; objects which, if political, any man, however sacred his calling, may fairly exert himself to forward.

121. That ryots should ask these gentlemen for advice, or even assistance, is, in our opinion, perfectly natural. They, the missionaries, are thoroughly conversant with the languages. They mix freely with the people. They hold converse with them on their highest interests, and they are not distracted, like other Europeans are seen to be, by the accumulation of business, by the speculations of commerce, or by the pursuit of trade. It would have been ungenerous and even unmanly for Mr. Blumhardt and his colleagues to turn a deaf ear to the complaints of such ryots, especially when these very complaints appeared to them to form some hindrance to the attainment of the avowed objects of the missionary calling. A. 25. 19.

122. We have, too, the distinct denial of these reverend gentlemen, that they have, by words or deeds, added any fuel to the excitement. On the contrary, they have advised the ryots to obey the laws, to commit no illegalities, to sow indigo this year, and, if oppressed, to appeal to the higher authorities. What more Christian or straightforward course could have been taken by men in their situation, it is not easy to conceive. Indeed, the assertion that the refusal of the ryots to sow indigo has been produced by the preaching of missionaries, is one entirely without foundation of truth. A. 788. 1007. 1644.

123. From the foregoing remarks, as well as from our study of the relations between ryot and planter, we have come to the deliberate conclusion that the late extensive refusal to sow, manifested by ryots in Nuddea and in other districts, might have been manifested at any time, on any opportunity. There was every element ripe and ready for such an outburst of popular feeling. The cultivation was virtually compulsory, in that no ryot could get free. The ryots, denied the opportunity of benefiting to the fullest extent by the generally increasing prosperity, suddenly discover that ideas spread abroad that Government had a direct interest in the manufacture of indigo, are unfounded; that it is quite optional with any man to take advances or to refuse them; that they are free agents; that no more force is to be used; and that in these respects the Government had decided to give them fair support. We must not be surprised if they proceed at once to act upon this discovery; nor is there anything to be wondered at if in their anxiety to complete their social freedom, they should sometimes have extracted that part of the orders and notifications which best suited their purpose, or sometimes wilfully misapprehended and misinterpreted their intent altogether, or even if they have exhibited a spirit of resistance, a determination, and a power to act together, in contrast to their previous condition of apathy and inability to help themselves. A. 1413. 2625. 3533. A. 2823.

124. Nor again have we any reason to believe that the discontent was generally fostered either by zemindars themselves resident on the spot, or by emissaries from Calcutta. Mr. Forlong thought, certainly, that his difficulties had been aggravated by two zemindars, but their influence was purely local; and Brindabun Sircar is said to have offered opposition. Several zemindars, however, have denied having instigated the ryots; one or two have suffered slightly themselves in the same way as the planters. Haranath Rai, of Nurrail in Jessore, has given such orders to his local agents as would lessen and not increase the difficulties of the factories. Mr. Hills assures us that he had friendly assistance tendered by two zemindars to whom he applied, one of whom was the said Haranath Rai. And we are of opinion that all zemindars are much too fearful of any general combination of ryots, as well as too jealous of any signs of independence as likely to affect themselves, to have given any secret impulse or instigation to the peasantry. A. 2835. A. 3118. A. 1645.

125. The editor of the "Hindoo Patriot," who has naturally taken a great interest in the crisis, has emphatically denied before us the truth of a rumour which charged him with having sent emissaries into the districts: and the A. 3879.

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British Indian Association repudiates any connexion with *mooktyars* or legal agents, who took up the ryots' cases under Act XI. of this year, and gave them legal advice.

126. But these agents, some of whom did proceed to Nuddea to take up cases on behalf of the ryots, acted in a perfectly legal, open, and fair way, and are a very different class of persons from the supposed agents of sedition.

A. 2821 3071. 127. The strongest point of all against the existence of emissaries is, that no formal complaints against any individuals designated as such were ever brought to the notice of any of the officials of Nuddea. No planter could tell us the name of a single emissary supposed to have come from Calcutta. Once
A. 2175. Mr. Larmour had heard that a person had come thence, and had lived in one of his villages, but the information was vague, and the name of this person, Ramdhun Biswas, has only been ascertained by Mr. Larmour, since he gave his deposition. A person named Mohesh Chatterjee, a man of some property, taxed with giving evil advice, proved to us that he had been down in Calcutta from March to July. In fact there is no real evidence to show that the ryots were acting at the bidding of stronger and more influential parties, or that they
A. 3072. 2831, 2832. had combined together in villages, as they certainly did combine, under the guidance of any but the head ryots of each place, or with any ulterior political object than that of vindicating their own rights. It is quite true, however, that men of one village went to another village, keeping up the general excitement.

128. The village chowkidars no doubt sympathised with the movement; but these watchmen are not part of the regularly organized police. They are men of the same class and pursuits as the ryots, and such sympathy would be quite natural. In the opinion of the officials of Nuddea there was no general bias
A 3073. against indigo planting visible in the conduct of the darogahs. The joint magistrate of Damurhuda was not quite satisfied with their conduct, as inconsistent, but the magistrate had occasion to punish darogahs indifferently for favouring one party or the other.

129. The magistrates appear to us to have spared no personal exertions in the performance of their duties, and in the preservation of order. If their efforts during the sowing season were not crowned with complete success, allowance must be made for the changes which took place in the office of chief magistrate during the end of the last and the commencement of this year, and for the arrival in February of an officer entirely new to the district, at the time when the difficulties were daily increasing, and when the ryots were in a state of excitement. If these ryots rejoiced in new ideas of their position and rights, or in some cases acted under a sense of irritation or without forethought, this was just what might have been expected from an intelligent and excitable population suddenly roused from torpor to think and act for themselves.

130. In our opinion it is extremely unreasonable to attribute the sudden failure of an unsound system, which had grown up silently for years, to the officials or missionaries who told the people that they were free agents. If it could be said with truth that greased cartridges were only the proximate cause of a rebellion which had been silently gathering for years, it may be said with even more truth that written or spoken words widely circulated, and only pointing out to the ryot what was perfectly correct in all essentials, namely, that it was optional with them to take advances or to refuse them, to sow indigo or not to sow it, were only the proximate cause of the extensive refusal to cultivate during this season.

131. Besides, the dislike to this particular kind of cultivation was so strongly manifested, and appeared to be so deeply seated, that we could not mistake the reality of the feeling. It is not easy to possess those who have not witnessed the demeanour, and heard the language of the ryot, as we have done, with a just appreciation of this intense dislike. Ryots of different concerns, at miles distance from each other, have expressed to us the same idea in language, clear, emphatic, and pointed, and striking as coming from the mouths of persons in their rank of life, namely, that indigo and its attendant evils had been the bane of their lives. But we must observe that in no instance did we hear a single expression

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expression betokening ill-will to the authorities or to the Government of the country, nor, except as connected with the grievances of which they were actually complaining, did we trace any feeling of hatred against European planters either as a body or as individuals. The crisis which unhappily has overtaken the planters in 1860, was one, we may pronounce emphatically, which might have arisen in any one other year.

132. We have been thus particular in explaining our views as to the late crisis, because we have had every opportunity of forming a fair judgment, and because undue comments have been made on the conduct of others therewith connected and much misapprehension is prevalent. Our object henceforth is to see what we can suggest in the way of anticipating such a crisis in the districts where indigo is still being cultivated without a change, or of re-establishing it amongst that part of the population which has recently evinced so pointed a dislike thereto.

133. This is the second chief head of our finding. We must premise, of course, that what we are about to say is only by way of suggestion and advice. It is not desirable, even were it possible, that the authority of Government should be exercised to fix the terms of contract between buyer and seller, manufacturer and producer, planter and ryot. But if we can point out some changes which are either recommended by the most experienced planters, or which commend themselves to our sense of justice and expediency, we feel that such changes, when sanctioned by an expression of the approval of Government, and backed by an enlightened public opinion here and in England, may be the means of preventing or obviating the disastrous consequences which inevitably follow when any system is subjected to sudden innovation or attack.

134. As a general rule, it is obvious that a sound and healthy system, in all commercial speculations, is one which rests on the basis of demand and supply; where the buyer or manufacturer makes a fair offer, and where the producer considers whether he can grow or supply the article at the price offered. In such a system both parties stand on their own footing, and take their due share of risk. There is nothing artificial, and there is no talk of concessions or indulgence or incidental advantages, which are to compensate the producer for spending his time and his labour on an article which, grown with much risk, may afford him very little remuneration. In this view, as a general principle, we could almost desire that all advances were abolished in every branch of trade, and that transactions were for cash and in open market. But as this consummation, however desirable, seems remote and improbable, we could next wish that indigo were contracted for in Bengal, as it is under the system described by Mr. J. O'B. Saunders, or in the way that cocoons are purchased for the silk filatures by the agency of *paikars*, or contractors, as expounded by the Rev. Mr. Hill, or under the system by which substantial *khattadars* agree to cultivate the poppy for Government. If buying from mere cultivators, who grow the plant as a speculation, be not possible, owing to the competition of rival concerns, or to the character of the people, we should certainly prefer a system in which the European manufacturer should look to a substantial contractor to grow so many bundles for him, or should take an influential *gantidar* or head ryot, corresponding to the *khattadar* of the poppy in Behar. Such a man would bind himself to deliver so many bundles of indigo, to be grown where and how he might choose, at the factory, within a given time, at a price to be agreed on between the parties, according to the state of the market. In such a bargain there would be none of the evils attendant on the *ryotti* system, where the capabilities of every agriculturist must be scrutinised by a planter anxious, naturally, to make the most of his area for cultivation.

135. Either of the above plans, it appears to us, would be free from serious causes of complaint. But if these be not possible, or not possible at this time, we should recommend the planters seriously to consider whether a system on the basis of that existent in Tirhoot be not feasible, that is, that the crop should be valued on the ground, and paid for according to an estimate, then and there made, and a classification of the crops.

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136. We are not at all convinced that the cultivation in Tirhoot is the source of much profit to the ryot, or that it is not susceptible of amendment. But it has one merit; the general exclusion of bad balances of one year from the ryot's account of the next. Matters are wound up every season. The planter has two or three different prices put on the various kinds of crops, and even if the result be a total failure, the advances of three rupees a beegah are considered as the ryot's dues for the occupation of his land and for the labour of his bullocks. The obvious danger of such a system, if introduced into Bengal, would be the temptation to the ryot, who had received two rupees advances, to remain idle, or to cultivate rice and not indigo, or to evade his contract in some way. But we think this danger is easily avoided, wherever a really fine crop of indigo is sure to be paid for by the planter at a really remunerative price.

137. Failing the above three systems, we think nothing remains for us but to suggest improvements in the Bengal system as it stands.

138. We have then a strong conviction, first, that the form of contract should be of the simplest kind compatible with a due definition of the engagement and liability. Contracts for long periods should be avoided, and there should be a very strict annual adjustment of accounts. The indebtedness of the ryot, and his inevitable dislike to indigo, commence from the date when these obvious precautions are neglected. That it is quite possible to adjust complicated accounts yearly, and to have no bad balances, is evident from the deposition of Mr. Hollings, and from the letters of Mr. King, Mr. Pughe, and Mr. Wilson, sub-deputy opium agents, forwarded by the agents at Ghazipore and Patna, and given in the Appendix; as well as from the evidence of Mr. C. Chapman, on the salt manufacture. Care should be exercised in the bestowal of advances: if the wish of every needy cultivator, who fancies a few rupees without interest at a festive season, is hastily and carelessly gratified, the planter has no right to complain if eventually such parties prove unwilling or perfunctory cultivators. The contracts should be drawn out for twelve months, and there should be no renewal at the expiration, or even no encouragement to complete the cultivation within the term, unless the agriculturist had shown himself capable of meeting his engagements. If he prove a bad or unlucky cultivator, and likely to fall into heavy balances, the best thing that can be done is to get rid of him altogether, not to renew the contract, and then to proceed to recover the balances by process of law. This has been the regular practice in the opium agencies of Behar. In the cultivation of the poppy, the advances are given at three periods, and the second or third advance is not made until the previous ones have been worked off. Directly there is a tendency to carelessness or neglect, the advances are stopped, and means are taken to recover those already given out.

2d. The stamp paper should be provided and paid for by the factory. The ryot will then not be irritated by annually recurring charges; and the planter will not spend money unnecessarily in providing blank papers merely to be signed, and never to be filled up, nor to be used for any purpose except to hold *in terrorem* over the ryot. If in any factories stamps can be dispensed with altogether and the contract be purely verbal, each party relying on the good faith of the other of course we shall not regret such a result.

3d. That the selection of the land should be part of the agreement between the parties, and that wherever possible, the particular plot or piece should be specified in the contract, unless the planter should think fit to leave the selection of the land entirely to the ryot; also, that in measurements made by the planter to satisfy himself of the extent of land given up to indigo, the size of the beegah shall correspond, either to the Government beegah of 14,400 square feet, or to the local zemindary beegah. The present mode of selection of lands by the planter is a source of irritation and annoyance, so far as it may be made without consulting the ryot, or in opposition to his wishes. The ryot knows his own interest best, and if it be for his interest to cultivate indigo at all, it will equally be for his interest to cultivate it on good land, or at any rate on lands not unsuited for the plant. As regards the indigo beegah, which is larger than the local or than the Government beegah, the double standard, as matter of principle, we cannot defend. It may be convenient to the factories to

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to have one uniform standard for indigo all over the district, but when this standard is, in any particular locality, brought into juxta-position with another standard, it becomes difficult to justify it. As a matter of practice, it is annoying and vexatious to the ryots, who have made it one of their staple complaints. It is not a sufficient answer to such complaints that the practice is one of long standing, or that the ryot was aware of the distinction when he entered into the contract. No man likes to pay his rent by one measurement, and to give a crop by another and a larger one.

Nor, in practice, do we anticipate any difficulties in the change. It is pleaded for the planter that where the concern holds lands in two or three pergunnahs, it has already two or three standards for rent or zemindary measurement. The answer to this is plain. No ryot will complain if rent and indigo are taken from him by the same uniform standard, or if the planter's beegah is less than that of the zemindar; what the ryot complains of is, the double standard in one and the same village. Let, then, the planter measure his indigo by the Government standard, or by the lowest known zemindary standard where there are more than one, or at least let him never exceed the local pergunnah standard. In the latter case there will be no additional difficulty or variety. A planter collecting or assessing rent in three pergunnahs has three local standards, and he will have no more when he assimilates the indigo standard to that of each pergunnah or zemindary.

4th. That the expense of delivering the plant, whether by cart or boat, should be borne by the factory, and not by the ryot. In some factories this is the case already, and where it is not, we have seen the item of carting yearly added to the debt of the ryot, and swelling his account. If the servants of the factory have not the time, or are not numerous enough to convey the plant from each field to the factory, the ryot should be invited to perform the work for cash payments, like any other.

5th. That means should be taken to ensure a fair measurement, or account of the plant delivered by the ryot. If the plant cannot be weighed, though weighment is the practice followed in the North-West Provinces, nor every bundle measured, then such a standard estimate of size or space should be agreed on as will be just to both parties, and capable of being formed during all the bustle of manufacture, with certainty and rapidity.

6th. That the ryot should be charged nothing for seed. The seed might be considered the planter's risk. We freely admit that hitherto, whether the planter has paid for seed at 4 rupees a maund, or at 40 rupees, he has not usually charged the ryot more than from four to eight annas a beegah for the same. But we are anxious to clear the ryot's account of all small additions, which are either used as a means of extortion or annoyance by the factory servants, or which tend to complicate the transaction; and we had rather see the matter reduced to a single offer by the planter to purchase plant, at a fair price, the ryot taking the chances of the seasons and the labour of cultivation, and the planter standing all the additional or incidental items of expenditure of every description.

7th. That the ryot shall be left to sow a cold weather crop after the indigo, or to allow the stumps to shoot up for seed, as they often do in favourable localities, whichever he may choose. If he prefers the latter, then he should be at liberty to sell the seed so produced in the open market, instead of being bound to deliver it, as hitherto, to the factory, at four rupees per maund. During these last three years this practice has inflicted on the ryot a loss of from three to nearly ten times the value, though in previous years, when seed was cheap, it may have been to him a positive gain. The production of the plant and the production of the crop of seed from the same roots, are operations which, however consecutive, are and ought not to be considered as one in the original engagement.

8th. That the accounts for rent due from the ryots, and the accounts for indigo with the same persons should be kept separate wherever this may be practicable. This is already done in Mulnath, and we are aware of no reason, except the additional expense, why this plan should not be generally adopted.

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There would be advantages in this which could be set against the cost of two establishments, the one for rent, and the other for indigo.

139. The above recommendations can be clearly defined, and are not liable to the charge of vagueness; nearly all have the support of some of the best planters; we are unanimous in recommending them for the general approval of the Government; because we think that changes which have that sanction, and which are endorsed, as we trust they will be, by the public, may be rendered easily capable of adoption in Bengal through the efforts of those planters who may be expected to take the lead in any reform.

140. As regards the actual price to be given for the bundles, we apprehend that it is better not to suggest or say anything. Our former suggestions apply to visible or tangible defects. But the value of a thing to be produced had better be settled by the two parties interested in the contract, who are the best judges of their mutual convenience and advantage, and of the state of the market.

141. In a general way, we also think ourselves justified in recommending to the whole body of planters to exercise a strict supervision over their own servants; to raise their salaries, when possible, so as to place them above the grosser forms of temptation to extortion, and to afford all ryots, labourers, or persons having occasional business at the factory, sure and speedy means of redress. These are truisms, but we do not feel certain that it is not to their partial neglect that a great deal of the virulent dislike and stubborn recusancy lately evinced by the ryot is owing.

142. We now come to the last head of our inquiry, viz., the changes in the relation between the planters and ryots, or other holders of lands, which can be carried out by legislative or executive authority. Under this head the following points have had our closest attention:

1. The vesting planters or zemindars with the powers of honorary magistrates.
2. The establishment of more sub-divisions.
3. The reform of the police and the security of property.
4. The working of the civil courts.
5. Act X. of 1859.
6. The appointment of a special commissioner.
7. The law for breaches of contract.

143. As regards the appointment of managers of factories to be honorary magistrates, we have no reason to suppose that such of the planters as were vested with these powers generally abused them during their incumbency; but the subject has been brought to our notice by two instances in which the planter had to deal officially with cases at a time when he had his own interests to promote, and in which the results were not satisfactory. We mean the cases of Amir Mullik and the Mittras of Goaltally. The latter case has been already explained. The former person, it is shown, complained to the magistrate against the act of a planter, then honorary magistrate, but thought it useless to prosecute his complaint when he found it was forwarded to that very planter for report. Whether injustice was committed or not, it seems clear that the complainant had no hope of a hearing. The feeling of the people, too, generally was against the measure. Such a measure may be regarded as affecting those principles on which the country is usually governed, and also as it meets with the wishes of the population. As a question of principle, there can be no doubt that the measure is not in accordance with the rule hitherto observed in Bengal, of keeping official functions and executive management rigidly distinct from all agricultural and mercantile pursuits. Magistrates and judges have not been permitted to hold lands in districts to which they stand appointed, to collect rents, and to have an interest therein, or to manufacture produce; and judicial functions, before 1857, were never conferred on gentlemen engaged in any of the above pursuits.

A. 1088. 1045.

144. We are well aware that in 1857 the measure was tried on the grounds of political urgency, and we know that the same attempt is now being made, and

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369

and with some success, in other parts of India. But in the present state of the people of Bengal Proper we entertain grave doubts whether the measure, however admirably it may work elsewhere, is at all a suitable one. Any person conversant with the complicated, and, in some respects, the civilised relations of social existence in Bengal, can easily discern that we have got far beyond the patriarchal epoch. On the other hand, we have not advanced to that stage which in many countries, as for instance in England, justify the vesting of land-holders with these same powers. The ryots, we are informed by some of the missionaries, looked on the investment of planters at the time with these functions with undisguised apprehension, and they are quite intelligent enough to understand that unofficial Europeans should not have judicial powers, or decide cases in the result of which they may be concerned, or which they may use as precedents in their future dealings with the population. It is true that many planters now hold open courts, not sanctioned by law, and find them crowded with complainants, but these men resort thither to settle petty disputes with each other, or to complain to the manager regarding one of the native servants; and the whole advantage of such tribunals, which are often unobjectionable, and even praiseworthy, is lost, when the free will of the litigants is no longer considered, and when the manager and his assistants can legally either threaten or compel. The relations of planter to ryot, as disclosed by the evidence before us, are not satisfactory; but they would have been much more unsatisfactory had planters still been vested with powers of magistrates at a time when the dislike of the ryots was broadly shown. A. 898, 1628.

145. The remedy for the evils which the appointment of honorary magistrates was intended to obviate is simple. Let sub-divisions and magistrates be multiplied as the Executive Government may think fit. It is the distance of our courts which has made the ryot unwilling to complain, and which has furnished the planter with an excuse for taking the law into his own hands. We are ready to admit that sub-divisions have been multiplied, and it is to their frequency, in the district of Baraset especially, that Mr. Eden traces something of the keenness with which the ryots have stood on their own rights. But we should wish to see such tribunals permanently established, not only at such places as Damurhuda and Bongong, but wherever else expediency may suggest; these sub-divisions to be presided equally over by native and European officers. The planters, who really know their own interests best, are well aware that the establishment of a sub-division in the neighbourhood of a factory will not, in the end, unsettle the relations between the planter and the ryots and the holders of lands. It is in these measures, and not in any incompatible union of conflicting duties and interests, that lies the true remedy for inability to find redress, or for acts of lawlessness and oppression. A. 3629. A. 2272. 2275

146. As regards the police, we have little to add to our former remarks. A reform of corruption so long discussed, and so fully laid bare, must be a work of time. But as far as the actual security of life and property goes, we have the testimony of planters that where Europeans are concerned life has hitherto been secure, the factory buildings and property have been unmolested, and the crops and premises usually inviolate. The great cause of complaint is, that even the higher officers of the police cannot always be relied on to write a just report of a local dispute, to show correctly the boundaries of a plot of ground, or to give effect to the instructions of the magistrate, without being feed. Better pay will, we trust, attract the higher and educated class of natives, and a closer supervision by more numerous European officers will probably ameliorate these defects. Gradually, too, the lower grades may feel the influence of better officers over them. But we should wish to see the police brought into a state of organisation and efficiency, and adequate to suppress outrages and illegalities of all kinds by whomsoever perpetrated. A. 1488. 2952.

147. As regards the working of the new code of civil procedure we have the opinion of some planters that it has already shortened delay. Previous to the passing of this code, the great delay of the law was a just cause of complaint, and we have no doubt that planters were deterred by the expense and delay from seeking redress in a proper manner. We have examined Mr. Lautour, a judge of large experience, on this particular head, and it will be seen from his opinion that if the moonsiffs are not overburdened, and can keep their files clear, A. 2276.

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clear, the procedure may be expected to work almost like that of a small cause court. That such a desirable result can be effected we have no reason to doubt; and if so, the planters will have a speedy means of recovering their just dues and establishing their rights in all cases where real property is not involved, or an hereditary succession is not disputed. A glance at the code will show this. Suppose one person to sue another for debt, for breach of simple contract, or for damages done to crops, it is clear that under the new code the plaint, describing the cause and origin of the action, and the remedy prayed for, can be comprised in a few lines. The defendant is not called on to put in any written defence; he is even forbidden to do so; his answer, which in many instances would be a simple denial, is to be collated from his own lips or from those of his counsel, by the presiding judge. No local investigation can be necessary in such a case, and as soon as the witnesses of the parties can be brought into court, the case may be heard and decided, and execution may follow a decree. It is perhaps too much to expect that all cause of complaint, and all delay, should be at once removed by the new procedure; but if the above provisions are honestly worked by competent judges, not overburdened with arrears, and if the appellate courts have leisure to take up appeals as they become ripe for decision, it is quite clear that suits, other than suits for real property, may become as summary as the nature of things will allow, or as the most eager suitor could wish.

148. That the new code should be so worked by a full complement of moonsiffs, who would try the bulk of such cases, is matter for the consideration of the Executive Government in communication with the Sudder Court.

A. 1545. 1558, 1559. 149. As regards the law usually known as the Rent Bill, or Act X. of 1859, we have thought it necessary to take full evidence on its bearing and application, though it affects the European, not as manufacturer of produce, but, in common with so many natives, as collector of rents and zemindar.

A. 1551. 1558. 2593, 2594. 150. We have the opinion of two very experienced revenue officers, Mr. Grote and Mr. Reily, that this law does not originate any violent change in the actual tenure of real property in Bengal: the law, in fact, supplies the deficiency, and completes the intention of the old Regulations of 1793. It merely consolidates and strengthens the rights and interests in the land which many tenants have always possessed, which the old laws admitted him to possess, but which were imperfectly protected and liable to be obliterated by any powerful or encroaching neighbour. At the same time we admit that while the common law of the country regards certain classes of the ryots as having rights in the soil above those of mere occupany, and while the late Act has merely strengthened those rights, certain sections are regarded by many parties as having conferred on the tenants new rights altogether, and as having withdrawn from the zemindar rights and privileges which, in virtue of his station and his liabilities, he had most properly enjoyed. Such are Sections IV., VI. and XI.

A. 3760. 151. As regards the first of these, it has been shown by Baboo Prosonno Kumar Tagore, that this section merely explains the presumption of the law. The law will henceforth presume a fixed rent to have been paid from the perpetual settlement on proof of payment at the same rate by the ryot for a period of twenty years, and it will throw on the zemindar the burden of proving the contrary, which, when he has a good case, he ought to be well able to do.

A. 2947. 152. Section VI. gives the ryot a right of occupancy after twelve years, and prevents those violent ejectments so often made at the caprice of the landholder. With some diffidence we venture to suggest that this particular section may be too favourable to mere squatters, and not so much protecting rights as creating incumbrances, may operate to the prejudice of the zemindar. This, however, will hardly happen if the zemindar gives a fair share of personal attendance to the management of his property.

153. But the great ground of complaint is Section XI. which withdraws from zemindars the power of compelling the attendance of their tenants for the adjustment of their rents, or for any other purpose.

154. Large

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371

154. Large and influential zemindars acknowledge that hitherto this section has been little or partially felt to their disadvantage in practice, either because the ryots are unaware of its existence, or because the custom of summoning ryots to the village or zemindary cutcherry to settle about rents is still continued, though no actual compulsion can or should follow the summons. But several gentlemen prophesy ruin or difficulty to the smaller talookdars, to whom this power of compulsory procuring the attendance of ryots was absolutely necessary for the realization of rents. The ryots, it is urged, will not attend on a mere summons, which cannot be enforced, and there will remain no remedy but a summary suit, which, however cheap and easy of working in an isolated instance, would be a costly remedy against a whole village of cultivators, obstinately leagued together to refuse payment.

A. 2934. 3770.

A. 2260. 2944. 3036.

155. Some of these anticipations may be visionary, and rents may be collected on a mere summons as hitherto without much difficulty. And the Act gives ample powers of distraint to the zemindar, while three years' rent can be sued for in the collectorate instead of the yearly rent only, as under the former law, back rent being then only recoverable by civil suits; still, considerable apprehension has been felt about this section; to a certain extent, it raises up a barrier between zemindar and ryot, and it is a change in the practice of more than 60 years, though it has been shown that under cloak of the summons great abuses were constantly perpetrated.

A. 2596.

156. We consider, however, that this valuable and comprehensive Act was passed after a very full and protracted discussion. Many persons were consulted on its provisions. It has not been much more than a year in operation. Without question it assures to the neglected tenants of Bengal the undisturbed possession of their ancient rights, wherever such have not been wholly effaced. Looking to these facts, we are not prepared to make any recommendation in favour of any change in the Act; but considering the scope, object, and fulness of our inquiry, and the weight due to testimony on this head, we think ourselves justified in pointing out to his Honor, that if ever any practical inconvenience should arise from any portion of the law, as regards the punctual collection of rents, the payment of the revenue, and the consequent security of landed property, it is likely to arise in connection with this Section XI., and we would respectfully suggest that the working of this Section and of Section VI. should be very carefully watched. And if there should be any difficulty in the realization of rents, we should hope that, as the power compelling the attendance of tenants has been withdrawn, every assistance may be given to landholders by supplying them with a sufficient number of officers to try such cases with celerity.

157. More or less than this we do not feel warranted in saying, considering how the question of rents has naturally engaged our attention in connection with the general position and landed influence of planters.

158. As regards the appointment of an officer to be designated Special Commissioner, and the proposal that this person should have under him one or two deputies to be stationed in each large indigo district, we understand the intent to be that the Special Commissioner should, in the present season especially, endeavour to mediate between planters and ryots, and should continue to visit different districts, reporting on the condition of the factories, putting down oppression by his authority, and establishing the relations between the two parties on a proper footing, as far as this can be done by advice and persuasion. The deputies or subordinates would be stationed at suitable places, and would exercise fiscal, criminal, and civil powers, trying all cases in which planters and ryots, or planters and zemindars, are concerned.

159. As regards the vesting of the deputies with any such triple and exclusive jurisdiction, the majority of the Commission see no necessity for such a measure. No reason has been shown for taking these cases out of the jurisdiction of the ordinary tribunals. The vesting of one individual with this extensive and often conflicting jurisdiction is quite opposed to the principles on which the Government of Bengal is conducted. The cases proposed to be tried can be better tried severally by the sub-divisional officer, by the collector, and by the moonsiff, each in his proper sphere. At present the civil court is

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too often the remedy for inquiries caused by the orders of the magistrate, or by a decision of the revenue authorities. By the proposed arrangement one officer would be a magistrate, collector, and civil judge. This union, we are sure, would be distasteful to both zemindars and ryots, and we are not certain whether it would be acceptable to all the planters.

160. Again, the Special Commissioner would scarcely find time to give to all the concerns and factories existing in Bengal anything but a cursory inspection, and yet it is to him that all managers and proprietors in difficulties would look. Authority to fine for irregularities and small offences would be powerless, the majority think, to check any regular and organised system of compulsory cultivation; and if armed with only this power we do not see how the special commissioner could effect more in the way of doing justice in small offences than an ordinary magistrate. Then there would be difficulties for other parties arising out of a special or exclusive jurisdiction. The ryots might be perplexed as to whom they should apply for redress; to the regular magistrate, or to the deputy armed with triple powers; and if jurisdiction in cases relating to indigo be practically taken out of the hands of the chief executive authority of a district, it is obvious that in a district where there are many factories half the occupation of such an official would cease. Again, for the supervision of the chief magistrate, and for redress against any of his acts, there is now the office of the regular commissioner of division. An officer of experience and ability in this situation, with three or four districts under him, would be more likely, the majority think, to give redress to either party, than a single commissioner for 10, or 12, or 20 districts. The ryots would see a Government official making periodical visits, and would have but little time to make their grievances known, and on seeing or hearing of this special commissioner at intervals they might be apt to fancy justice more remote than ever.

161. As regards any difficulties apprehended for the approaching cold weather we think that such may best be avoided or encountered if the planters will meet the ryots on fair and even liberal terms; and we are quite sure that the local and divisional authorities will not be wanting in such legitimate advice, support, and mediation, as they may give, consistently with their duty and impartiality, to gentlemen whose material interests may be in jeopardy, and whose losses every Englishman would regret. More than this we do not think that even a proposed special commissioner could be expected to do.

162. It should be remembered, too, the majority suggest, that the word "factory" in common use in this country, might be apt to mislead those who are practically unacquainted with the real relations between those who grow and those who manufacture the plant. For it is incorrect to designate the present contest as one between capital and labour. Such a term might be used with the greatest propriety, to describe a strike of coolies, carters, boatmen, or native workmen of any kind, for higher wages. But it cannot be correctly used to designate the relations between the planter who possesses a large *ryotti* cultivation, and the ryots who contract with him in the manner and for the objects explained in this Report, to carry on that cultivation for his benefit. If a factory in Bengal were like a cotton factory in Manchester, in which a large swarm of workmen were employed at weekly wages by a mill owner, or like a Government school or jail, within the walls of which several hundred men, or boys, or girls, were daily assembled for work, it would be easy to understand that a commissioner, rapidly visiting each building in succession might hear complaints, ascertain whether the hours of work were not exceeded, and whether the workmen were regularly paid, and might act as a powerful check to abuses. But the business of a special commissioner or his deputy in executive matters would not consist in this kind of work, and unless the official were residing at each factory when advances or excess payments were made, which would be impossible, he would be little likely to arrive at the truth. To be of any service, he should spend days amongst the villages; watch the behaviour of the lower order of factory servants; follow the course of agricultural operations; and hear complaints from talookdars and cultivators of the soil. We hope to see such a system established between ryot and planter as would render this minute inquisition unnecessary; and less than such a close and almost impracticable supervision we do not think would be of any real use.

163. For

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373

163. For the above reasons, the majority* are unable to recommend the appointment of a special commissioner, or of a special class of officers, with powers different to those exercised by the ordinary tribunals and authorities, for the settlement of indigo disputes. We think that the want which that office is intended to supply would be better met anywhere by more numerous subdivisions, a well-organised police, and an active executive officer at the head of the whole of the district.

* President, Mr. Sale, Baboo C. M. Chatterjee.

164. We now come to the last point of consideration, viz., whether the interests of the planter imperatively demand a special protection, worked by summary process, such as is not accorded to any other branch of industry or trade. We here beg briefly to draw attention to the two laws in our code, in which the subject of indigo is specially mentioned; and what follows is the opinion of the same majority.

165. Regulation VI. of 1823 was designed to protect a person who had advanced indigo seed or capital only, for the expenses of cultivation on a "defined parcel of land;" and by that law such a person was considered to possess a lien and interest in the land, and was declared entitled to avail himself of a certain process for the protection of his interests. Under the provisions of this law, a planter who had reason to believe that an individual was about to evade his contract, by making away with the produce, was to apply to the zillah judge, filing the deed of engagement, and the judge, after a summary enquiry with certain formalities, was to decree the crop to the plaintiff, who was held liable, in such a case, for the rent of the land. In some cases the judge might order the ripe crop to be cut, pending the enquiry.

166. Whether it is that indigo is not usually grown on "land of certain defined limits," as contemplated by the law, or from ignorance, or from a cause of action not unusually arising in this way, or from any other reason, this law, to the best of our belief, is very rarely, if ever, resorted to.

167. The only other law referring to indigo is Regulation V. of 1830. The portions of this law by which persons who induced ryots to break their contract, or cultivators who failed to fulfil their engagements, were liable to imprisonment, were repealed by Act X. of 1836. Nothing remains of this law, but the section by which the wilful damage of indigo plant is punishable by fine and imprisonment, at the complaint either of the ryot or the manufacturer; and another section, which allows persons, who wish to settle their accounts and to be released from their engagements, to apply to the judge for a summary inquiry and adjustment.

168. The first provision may be considered as partly superseded by the law against cattle trespass, and to the second very little recourse has ever been had by the parties interested, namely, the ryots.

169. The re-enactment of the repealed provisions of this law has been urged, and this is what we have now to consider.

170. The summary law of this year, was, in fact, the law of 1830 revived.

171. The main arguments for the manufacturer, who makes the advances, as we understand them, are, that the ryot takes advances willingly, but that at the bad advice or instigation of third parties, or from his own faithlessness and indolence, he refuses to work them out and to fulfil his engagements; that indigo requires to be sown within a very short time after the first fall of rain, failing which, the season is lost; that the ordinary process of the civil courts is inoperative and powerless to compel specific performance if prayed for; that specific performance, and not damages for breach of contract, is the one thing which the planter requires; that a large sum is often spent in advances, and that the planter having done his part in making them, may lawfully call on the legislature and the authorities to compel the cultivator to perform his; that a great amount of capital is embarked in, and a deal of skill and energy devoted to, the manufacture of this produce; and that, with advertence to the precariousness of the crop, the amount at stake, the isolation and helplessness of the European, and the faithlessness of the native, a stringent and summary process is imperatively demanded for the enforcement of indigo contracts.

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172. In support of this view, the following laws are quoted: Act VII. of 1819, Act XIII. of 1859, and Act IX. of 1860. We shall briefly note the scope and object of these enactments. The first law is applicable only to domestic servants and workmen in the interior of the country, who engage to serve for any fixed term, or to perform any specific service, and who, for wilful neglect, are punishable by imprisonment as for a misdemeanour.

173. The second law is intended to protect manufacturers, tradesmen, and others in the Presidency towns, from fraudulent breach of contract by artificers, workmen, and labourers; and by it, the latter who have received advances, which they will not work out, are either compelled to perform their engagements, or are liable to three months' imprisonment. And the third law renders workmen who, without reasonable excuse refuse to perform work stipulated for on any railway, canal, or other public work, liable to fine or even to imprisonment, in the event of their similarly refusing specific performance.

• Burns' Justice, vol. p. 867, and following.

174. Still further, we have referred to the several English laws, whereby servants retained for husbandry, are not permitted to leave one service for another, without a testimonial equivalent to a permission, under pain of imprisonment; labourers are bound to continue at work between certain hours under penalty of loss of wages, and, in harvest time, under penalty of being committed to the house of correction; artificers are compelled to finish the repairs of buildings under a similar penalty of imprisonment; and, finally, husbandmen, handicraftsmen, colliers, potters, calico printers and some others, are liable, for non-performance of contract, to loss of wages and to imprisonment in the house of correction.

175. It appears to us, however, that the above cases are not strictly analogous to those of planter and ryot; or, correctly speaking, to those of the European who establishes a factory and makes advances for the growth of the plant, and of the cultivator or ryot, who takes the money, and grows the indigo by his own labour on his own lands. As far as we are aware, in all the instances for which the law, both in India and in England, has provided a summary remedy, the party exposed to loss or injury is owner of the actual property, for which work is required, as well as capitalist and manufacturer; or else a great public undertaking may be impeded or injured by the contumacy or neglect of parties to work, while the defaulting party causes the loss by the mere wilful neglect to give his own labour to the benefit of his employer; and the reason for threatening such defaulters with imprisonment is, that labourers and workmen are seldom possessed of property, and must therefore pay in their persons for wilful default. But the ryot has fair means out of which a decree for damages can be satisfied. This has been proved abundantly by the suits for damages brought under Act XI. of this year. Out of 60,880 rupees assessed as damages in Nuddea, above 31,225 rupees, or more than 3,100*l.*, were paid up by the ryots within a few days of the decrees. In Jessore 157 men paid up 6,226 rupees, or 622*l.*, within a few days. It can scarcely be argued that parties of such substance, failing in their contract, cannot be reached by the law; and if the attempt to enforce such debts has not been made hitherto, we must ascribe it not merely to the delay and difficulty of a regular suit, but to the desire of the planters to keep up the full number of cultivating ryots. Again, the ryot who cultivates indigo, gives far beyond mere labour; he gives his capital in the shape of his own plough and his own bullocks, and he commits the seed, which he receives from the planter, and for which he is charged with payment, after due agricultural preparation, to his own land. Viewed then in this light, the conditions are not similar, and the analogy fails. But we do not wish to consider such a question by the comparatively restricted ground of analogy. If it could be proved that the manufacturer lay at a manifest disadvantage, and at the mercy of the ryot; that all contracts being freely entered into were afterwards shamefully and deceitfully evaded, either at the instigation of third parties, or by the habitual faithlessness of the ryot; and that in this way, large sums of money were annually lost to the planter, and the regular production of a great staple exposed to peril and uncertainty, we might perhaps feel ourselves called on to consider what additional security it would be just and expedient to grant to men engaged in such enterprises.

176. Looking

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176. Looking at the subject from this point of view, we admit that the indigo crop is precarious, and that most of it must be sown in spring, so as to come to maturity within from 90 to 100 days. If, then, the ryot refuses to perform his contract only at the actual period of sowing, the planter loses his expectation of a valuable crop, and can only look to recover his advances with damages. But these facts are, we think, the only ones the planter can bring forward as the basis of any special remedy, such as it is not in the power of the ordinary tribunals to give, and even to these facts other arguments can be opposed. It is not proved to us, that in other and similar transactions the native of Bengal is more than usually dishonest. Large advances are made for silk, hides, and jute; much money, or the equivalent of money, is advanced in the way of loans on the security of the crop; for this we hold to be the real nature of the transaction between mahajan and ryot; and we are not aware of dealers complaining generally of the dishonesty of the contracting parties, or claiming that some special law should be enacted in their favour. On the contrary, several witnesses, Mr. Morrell, Mr. S. Hill, Mr. Eden, Baboo Joykissen Mookerji, and Mr. A. Forbes, have mentioned facts, or given evidence which prove fair dealing on the part of ryots and other classes of natives in matters profitable to them. One inference which we draw from this is, that the sale of hides, and the raising of jute and ordinary rice crops, are profitable to the parties who supply these articles; and as to the ordinary mahajani dealings, it suits the ryots to borrow money or grain to eat at a season of the year when the market is tight, and to repay the loan after the gathering in of the harvest. It is true, that on behalf of the planters it is denied that they demand special legislation; these gentlemen holding that all evasions or breaches of contract of whatever kind, should be punished as misdemeanours, as only fair to all commercial enterprise. In this, we think, that such arguments are merely pushed to their utmost logical consequence and conclusion. The position being taken up that indigo requires protection, it is natural to add that not only indigo, but every kind of mercantile speculation is liable to the same fluctuations, is exposed to the same chances of fraud and dishonesty, and naturally demands the same prompt remedy.

A. 1732. 2442. 2615, 2616. 3964. A. 2200.

177. Now, as it is an undeniable fact that a vast deal of money changes hands annually in the course of transactions with regard to country produce; and as the parties mainly interested are, as far as we know, not anxious for any special law, or ever complain that the courts, should they have occasion to resort there, do not give adequate protection, we cannot think that, for the sake of apparent logical consistency, it would be expedient to demand from the Legislature a summary remedy to be applied to all mercantile transactions where money is advanced by one party for the purchase of produce. The claims of the indigo planters, if any, are special, and must be considered as such.

178. Then, when a recommendation for a special law is pressed on us, on grounds which seriously affect the planter and him alone, we cannot avoid considering how such special laws have been found to work hitherto. The law of 1830, Regulation V., was repealed because it was thought manifestly unfair to one party, and since the date of its repeal in 1836, the planters, for whose benefit it was enacted, have largely added to their territorial possessions and influence, and are, we think, in a more independent position than before. Indeed, Mr. Larmour (A. 2257) allows that zemindary influence has hitherto been quite sufficient to induce his ryots to sow without their signing contracts, though it is still necessary to make advances to such ryots. But the question naturally may be asked why, where the concern has landed interests and consequent influence, should it be necessary to make advances at all, or why should not the advances be made by instalments, due care being taken that the cultivation of the land is proceeding? Also, when we consider the working of the law for breach of contract, passed in the spring of this year, we are unable to pronounce it at all satisfactory. Unless we are greatly misinformed, the hope and intention of the Legislature was, that the law would act as an inducement to the ryot to sow as in former years, and that its stringent provisions would be rarely put in force. But the result, unhappily, has not borne out these expectations. In one district the ryots have been induced to sow, as we gather from official papers duly placed before us, by the management and decided course

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course adopted by the local authorities in aid of the summary law. But, in another, ryots have preferred distraint and apparent ruin, and even the gaol, to
A. 1494. 3052. a continuation of their cultivation. It is true that many of these unfortunate persons, through wilfulness or carelessness, have mistaken the object of the Act, have imagined that it was a mere threat, or that, instead of the suits turning on the point of cash advances given and received, there would be a regular adjustment of past accounts on both sides, by which they would be entitled to receive money, instead of being found in debt to the factory. But the results, however caused, are such as make us shrink from recommending any continuance of the summary law in its present or even in an amended form. There is either reluctance, or the most clear and avowed dislike to indigo: the operation of the law has inflicted heavy loss on scores of families; those who have suffered its operations, and those who have not, have, in language not to be mistaken, declared before us their unalterable determination not to sow any more. And we have felt it our duty to point out, in the system of planting, sundry defects which must be removed before we can pronounce that both parties stand on an equal footing. Besides, even if we were disposed to recommend a summary law, we should think it necessary to point out that such a measure this year might really be prejudicial to the very interests which it was intended to serve. No such summary law, we should suppose, could be made to apply to the advances of past years. It would apply to advances to be taken in future, and it would, no doubt, be thought proper clearly to explain to all ryots the penal consequences of taking advances and not fulfilling a contract. Now, if this were done, as we suppose it would be, and the ryots were told that imprisonment in the criminal gaol would be likely to follow any breach of engagement on their part, we are morally certain that, from the temper of the ryots, few persons would be found to come forward and enter into such contracts at all. While matters are in this state of uncertainty and transition, and the minds of the agricultural population are under the influence of fear and discontent, or are completely unsettled, we cannot reconcile it to our consciences to recommend any special and summary legislation of any kind, so manifestly in favour of one party, as such a law would be, even though it were purposed to give security to ryots by making advances not recoverable under any contract of more than a year's duration, or unless the planter sue within a twelvemonth; on the contrary, we object to any laws which fetter one party or the other, and we do not wish to see the period within which a person may sue for debts, damages, or breach of contract, reduced below that at which the late law of limitation has fixed it.*

179. As to what might be expedient in future years, we have come to the conclusion that were a new, sound, impartial, and healthy arrangement established, a necessity for any special law would hardly be felt. If either the system of buying in the open market, or that of contracting only with substantial parties, or that of offering a fair price for the crop, were fairly started, parties engaging for the supply of plant would find the contract so much to their advantage, as to have little reason to be tempted to evade or break it. It would even be possible, we think, so to reform and simplify the existing Bengal system, in the manner pointed out by us, that the ryot should become a free agent, and look to derive the profit from indigo, which he can derive from any other crop. Should prices of other products fall, and the defects of the system be eradicated, we see no reason why the ryot and the planter should not meet on fair terms, no compulsion being exerted on one hand, no subterfuges employed on the other, and no special law or protection being necessary for either party. We must add our earnest hope, on behalf of the planters and the valuable property which they hold or manage, that such happy results may not long be delayed. But as the case now stands, we hold the complete reform of the system to be imperative as the first object, and a reformed and healthy system requires no special law. Mr. Hollings (A. 2719) informs us that he has never had recourse to proceedings by which balances may be recovered summarily from the cultivators of the poppy.

180. We

* While these sheets are passing through the press, letters are still being constantly received by the Head of the Commission, from ryots in more distant zillahs, praying for inquiry and relief.

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180. We may doubt, too, whether in the event of a ryot or a body of ryots who had taken advances suddenly refusing to sow at the critical moment, it would always be possible to apply even a summary law to the case in such a way as would enforce specific performance within a brief time. However summary the process, there must be some kind of judicial investigation; the engagement or the receipt of the cash advances, with the evidence for or against these statements, must be regularly put in issue, whether the officer trying the case be a civil judge or a criminal magistrate, and whether the result of a decision be civil damages and costs, or imprisonment as for a misdemeanour. For such a trial a little time is requisite, but we have no wish to see any proceedings in any court whatever more lengthy, or less summary than the ascertainment of truth and the interests of justice demand.

181. It has also been suggested by some gentlemen of great weight and experience, that a summary law would be unobjectionable and even expedient, were no engagement brought under it unless previously registered before a competent officer. Registration of this kind may be attractive in theory, but there appear to us powerful objections of practice and detail to the plan. There is a paucity of officers, though this might be remedied by the appointment of every moonsiff and every person in charge of a subdivision, as registrars of deeds. We hardly think that such registration could be entrusted to the Pergunnah Kazis. On the other hand, there are objections to the appointment of judicial functionaries to the performance of such duties; planters declare that it would be almost impossible to get the ryots to attend in a body at the office of the registrar; and we think it would be unadvisable for the registrars, especially if moonsiffs, to visit the factories personally, in order to carry out registration on a large scale. A. 1567 to 1575. A. 2059. 2066.

182. Then, as to registration itself, to be effectual, it must be made on the responsibility of some qualified and respectable person, in whom both parties confide; such parties may be hard to find, and in doubtful cases, which are the very cases likely to be followed by repudiation of contract, and a consequent litigation, the registry must partake somewhat of the character of a judicial proceeding. This demands, on the part of the registrar, research, patience, acumen, and judgment; and unless we can depend on finding these qualities in every registrar, which is not likely, the act of registration may degenerate into a mere idle form. On this we would refer his Honor to the luminous and powerful reasoning of the late Lord Macaulay, as contained in his minute, as head of the Law Commission, printed in the Appendix, and already adverted to. But we have no objection to the multiplication of offices of registry; all parties being left to register deeds or not as they may think best.

183. We believe, in short, that a really good system needs the support neither of registration nor of summary and special laws or measures, and that such measures would do nothing more than prop up a bad system, or cloke its defects.

184. At any rate, a system fair to both parties should be first tried, as it has certainly not been tried, before that we can pronounce special laws and registration necessary for one party or the other.

185. In this view we must now conclude our report, by simply referring to our various findings, embodied therein, and which may be mainly summed up as follows: all we humbly submit, are incontestably proved by the evidence, oral and documentary, which we have specially relied on. On the first great head of our inquiry we find that:

1st. The relations between planters and zemindars are, on the whole, not unsatisfactory.

2d. Those between planter and ryot are not satisfactory, and require considerable changes.

3d. The planters, as a body, stand acquitted of the grosser and more violent forms of outrages of late years; but, as a body, they are not acquitted of the practice of kidnapping and illegally confining individuals; and this practice is not palliated by the existing defects of the law or the courts.

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4th. There has been no general bias exerted against planters by either the magistrates or the police.

5th. The conduct of the missionaries, as a body, during the late controversy and crisis, is not blameworthy, and that of many has been straightforward, manly, and considerate; the recent crisis, though its occurrence this year was due to secondary causes, had been maturing for years, from primary causes, and might have occurred at any time.

186. On the second great head we find that:

The residence of Europeans in the interior, and their embarking in mercantile pursuits, is to to be encouraged by all legitimate means, for political and social reasons, consistent with the welfare of the mass of the population, but great changes are necessary in the system and practice of planting, which, as previously suggested by us, we earnestly recommend to the consideration of the planters.

187. On the third great head we find that:

1st. The appointment of unofficial Europeans as honorary magistrates is inexpedient in the present state of Bengal Proper.

2d and 3d. The multiplication of subdivisions and subdivisional officers, with a better police and civil courts of prompt and effective procedure, are amongst the remedies for the other evils complained of by both planters and ryots.

4th. Particular attention should be paid by the authorities to the working of Sections 6 and 11 of Act 10, of 1859.

188. In the above findings four members of the Commission agree. Mr. Fergusson, who has not signed our Report, has written a separate Minute. As regards the Special Commissioner and the summary law, the majority have already recorded their opinion. The opinion of Mr. Temple and Mr. Fergusson on these remaining two points will be found elsewhere.

5th. The appointment of a regular special commissioner for indigo and other special agency, does not seem advisable to the majority of the Commission.

6th. The continuance of the present law, Act XI. of 1860, or any summary law at all, especially in the present unsettled relations of ryots to planters, seems also objectionable in the opinion of the majority. And they think registration, and any Act that complicates engagements or fetters the free agency of the contracting parties, is also inexpedient.

189. We must here conclude, and respectfully submit to his Honor the Lieutenant Governor that, however highly we may value the presence of Europeans in the interior of this country, or deeply regret the injury which seems to threaten a large amount of property, or urgently desire to meet the wishes of the manufacturers of a valuable staple, we still feel that there are considerations which are paramount to all mercantile interests, to all political expediency, and to all material advantages, however specious in theory or imposing in effect. These are the simple considerations of justice and truth; of justice to the population whose complaints demand a hearing; and of truth, because we desire that the real facts should be clearly stated and widely known. We, the majority, feel that we owe a duty to the Government that has appointed us, to the body of planters, who have been working unfortunately on an unsound system, to the calm and thoughtful members of the English community, but especially to a large portion of the natives, who, we are told, look with some anxiety for our report.

190. We have therefore resolved to be very clear and explicit in our statements and views, and we have endeavoured so to support our conclusions by facts and reliable evidence, that misunderstanding shall no longer be possible. In this view, we now commit this important subject to the hands of the Government, in the humble hope that our labours may assist the higher authorities in forming their own opinion, and, at the same time, that a spirited, able, and energetic body of Englishmen, in whose hands the remedy mainly lies, may

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may, after due consultation, resolve on adopting such sound measures as shall give profit to both manufacturer and to producer, shall reconcile agricultural and mercantile interests, and shall satisfy the just expectations of the rulers of the State.

We have the honour to be, Sir,
Your most obedient Servants,
W. S. Seton-Karr, C.S.,
President.
R. Temple, C.S.
J. Sale.
C. M. Chatterjee.

Calcutta, 27 August 1860.

MINUTE by Mr. *Temple*, concurred in by Mr. *Fergusson*.

1. THE Report of the Commission, while pourtraying the disadvantages of indigo cultivation in Bengal as at present carried on, has shown the advantages which, on the other hand, arise from the production of the plant. But we desire to offer further illustration of these advantages in a politico-economical view.

2. Rice being the great staple of Bengal, and occupying at least three-fourths, if not more, of the cultivated area, and there being only a trifling export demand for it in proportion to the production, it is clear that any other cultivation which occupies a portion of the land, and adds to the number and variety of its products, must be highly advantageous to the agriculturist and to the country.

3. From official statements, it will be seen that the average annual export of rice from Bengal for the last 10 years has been 54,02,000 maunds, or 1,98,000 tons, and that for the last two years it has averaged only 46,30,000 maunds, or 1,69,000 tons, the falling off being chiefly in the exports to Europe. So long as the price here continues as high as at present, the exportation to Europe will virtually cease, for the consumption there stops when the price rises above 12 *s.* or 13 *s.* per cwt., and at three rupees eight annas per maund, it costs 15 *s.* or 16 *s.*

4. In the absence of statistics as to population, it is difficult to state the consumption of rice in the country, but 40 millions of people, which is the current estimate of the number of the inhabitants of Bengal, at one seer of rice a day, consume a million of maunds per diem, and 365 millions of maunds in a year, equal to 13¼ millions of tons of rice.

5. This statement may be said to be too high, but even if considerably reduced, it proves that the export can have a scarcely appreciable effect on the price; and with no bad seasons, with no new channels of consumption, with little or no export, it is doubtful whether the staple production of the country, only used as the food of the people, can permanently remain at double the price it was a very few years ago.

6. If the above facts are beyond dispute, the effect of throwing into rice cultivation the area of land now appropriated to indigo, would be followed by a fall in the price of grain which would injure equally landholder and cultivators, and might affect ultimately the Government revenue. A serious fall would probably occur, and possibly it might be immediate and disastrous. Such a result has happened within the last few years in other parts of India, when circumstances stimulated the production of grain crops without corresponding increase of outlets, and means for exportation. Such a thing has happened to our certain knowledge in the Punjab; and we believe in Madras also; and it might happen in Bengal.

7. Virtually, indigo and rice are in many places rival products, contending for land; and no doubt at the present high prices for rice, and the late low rate paid for indigo plant, rice is more advantageous to the agriculturist. We fear that

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* With a reservation to paras. 69 and 70, in which I do not fully concur.
R. Temple.

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that planters have not adequately appreciated the signs of the times, and have not sufficiently arranged to meet the change. We hope that they will do so now, before it is altogether too late.

8. That indigo can directly add to the wealth of the ryot at the rates lately given is an untenable proposition. This cultivation, indeed, must at present rather detract from his wealth, though in the end on better terms he would doubtless benefit by it. But the existence of indigo concerns in the interior of districts, causing factories, houses, boats, and carts to be built, employing thousands of workmen, artificers, day labourers, and a host of miscellaneous employés, must raise the value of everything, including especially the very rice which the agriculturist grows, and must thus add generally to his wealth.

9. If, for instance, the 18 lakhs of rupees expended annually in Kishnaghur district alone by the planters were withdrawn, and the area now appropriated to indigo were cultivated with rice, what would be the result? No doubt rice would be abundant, but there would not be more people to eat it; there would be less money to buy it with, and the district would gradually, though surely, deteriorate.

10. The Report of the Commission shows that serious evils exist in the system and practice of indigo cultivation in Lower Bengal; and that in many places the relations between planter and ryot are most unsatisfactory. We earnestly hope that this state of things will be found to admit of reform, beneficial to the interest of both these parties. And the application of remedies must, in our opinion, rest partly with the planters themselves, and partly with the Government and the Legislature.

11. As respects the terms and conditions, engagements, or contracts which ought in future to be made between the planters and ryots, it is not in the province of our Commission to specify these. Such arrangements must be matters for private settlement between the parties without any interference whatever on the part of the State.

12. These arrangements must vary in different localities. The local administration is, however, bound to protect both parties in the exercise of their legal rights; the ryot, therefore, must be absolutely protected from force, unlawful coercion, or violence. Let all this freedom be secured from henceforth; let the cultivators of indigo be really free agents; and doubtless some good understanding will soon be arrived at between planter and ryot.

13. But we deem it right to declare our apprehension that, unless some important concessions are at once made by the planters to the ryots in several districts, nothing short of actual force would induce the ryots to sow. In such places if an attempt were made by the planters to perpetuate by compulsion the present system, the ryots would, in their present temper, meet force by force, and serious disturbances would result; or if, in virtue of previous contracts, the ryots were even legally coerced to sow, still a contest would arise that must seriously damage the interests of the planters. In either case we believe that judicious concession will be the best policy for the planter to adopt towards the ryot. We do not presume to say what the concessions ought to be. But we shall advert to one or two points most demanding improvement, and point out what remedy would be the most likely to prove efficacious.

14. As shown in the Report, one prominent evil is the risk borne by the ryot, and his consequent indebtedness. We think that in Bengal the planter might bear at least a part of the risk as he does in Behar. The ryot might be guaranteed a fixed sum per acre whether his crop succeeded or not.

If the crop were deficient he would not lose, but he would gain little. If it were abundant he would gain. He would thus in the expectation of gain cultivate the indigo crop much better than he does now. He would need much less supervision than at present. He would prepare the ground properly for the sowing, and he would be careful to sow at the right moment. He would tend the crop, and weed it well; he would allow no cattle to trespass on it. Instead of evasive neglect he would evince cheerful industry. In that case cultivation might improve, the average yield per acre might increase, and indigo become more and more popular. The planter would be saved the expense of maintaining an establishment for supervision. The ryot would be spared the harassment of being supervised.

15. Further, we think, as indeed has been stated in the Report, that the deductions now made, which cause so much dissatisfaction to the ryot, should be discontinued.

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381

continued. The charges for cutting, weeding, carrying, stamp paper, seed, &c., should all, or nearly all, be borne by the factory.

16. Then we consider that steps should be taken to ensure correct and fair measurement of the plant.

It would be desirable that the plant should be weighed (wherever this might be practicable), and not measured, as the measurement by the chain sometimes gives dissatisfaction. But weighments, we know, are often impracticable.

In this matter the practice of payment per beegah, according to the estimated quantity of plant, might be carried out in many instances with advantage. Again, it would be desirable that the factory beegah (measure of land) should be assimilated to the local zemindaree beegah. But we do not regard this point as one of great importance.

17. The price which the factory should pay the ryot for the plant is a matter, not for us, but for the parties to decide. It would vary much in different places. But we apprehend that in many places some enhancement of the price will be found desirable.

18. In many cases it may be expedient to remit the balances of advances outstanding against the ryot. If such a course should be proved to satisfy the ryots we hope that the planters will not hesitate to adopt it, for these debts are in general notoriously bad ones, and are never actually recovered.

19. We would here extract the following passage from the evidence of Mr. James Forlong, one of the most eminent and experienced among the body of planters. We believe the terms which he mentions, and which he is willing to concede to his ryots, to be worthy of general consideration, though we by no means say that they can be adopted in all indigo concerns:—"My own intention is to make a contract with the ryots, of as simple a character as possible, to give each man a cash advance of two rupees a beegah, which, as he would have it for 12 months without interest, would be equal at the lowest to three rupees a beegah; that the above two rupees should be given to the ryot, on condition of his cultivating, irrespective of all risk to himself connected with the crop; that whether there is a crop or no crop at all, no portion of this money should be charged to him in any future account, thereby securing under any circumstances to the ryot a reasonable remuneration for his labour, and for the rent of his land. Eight* bundles per beegah would pay off the first advance, and a ryot with ordinary luck and industry might very easily secure a crop of double the amount. I would also abolish the charges for stamp, for carriage, for seed, throwing really the risk of the crop upon the factory, and leaving a hope of a very liberal return to the cultivator."

20. We will not abandon the hope that with some such concessions as these, the planters may be able to continue successfully the cultivation of indigo. Their chance is of course much the best in those estates of which they are proprietors, and in which they can exercise the legitimate influence of landlords. But at this moment it is impossible to foresee, with the least confidence, what terms it will be practicable to make. Such terms will probably vary in different concerns.

21. We would urge all planters to keep a very vigilant eye over the misdoings of the factory servants. Bad as the police and such like employés of Government may be, these factory servants are at least as bad. And as the planter is more or less at hand, he is in a position to exercise a fair supervision.

22. All the above matters are mainly in the hands of the planters, who will, by attending thereto, consult their own interests as well as benefit their ryots. But there are other important matters, the decision of which will pertain to the Government.

23. In the first place, we think that a decided and organic improvement in the police is essential to the establishment of relations between planter and ryot on a satisfactory footing. It is of the utmost consequence that violence and oppression of every degree should be put an end to, once for all. We feel that it is impossible to urge this too strongly. It must be rendered impossible in future for bands of clubmen either to be permanently kept up, or employed on any

* This is at the rate of one rupee per four bundles, which, at the present rate of price, is a fair price.

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any special service of coercion, or for expeditions against villages to be organized, or for bloody affrays to occur on indigo lands, or for villages to be plundered, or for houses to be burnt. We do not say that such overt offences have been frequent; on the whole, we hope that they have been rare. But such things have happened, and may still happen, if further precautions are not taken. On the other hand, though generally the persons and property of planters have been quite secure, yet even planters have of late been sometimes attacked and their factories threatened. Now, the prevention of such overt offences, by whatever party committed, lies within the province of police arrangements, and should be entirely and absolutely accomplished. But there are other minor kinds of violence and oppression (though, indeed, these are bad enough) which are unfortunately common, and which ought, if possible, to be stopped entirely, or at the least greatly checked, viz., kidnapping and confining of ryots, forcible occupation of ryots' lands, ploughing up rice crops, and sowing the land with indigo instead. These things must no longer be. We believe, in short, that often as the necessity for a reform of the police has been demonstrated, stronger facts in support of this can nowhere be found than those in the records of the Indigo Commission.

24. Now, if the police could be better organized, better selected, better drilled, trained, and disciplined, having better pay, promotion, and prospects than at present, better officered and supervised, and imbued altogether with a better spirit; if the staff of sub-divisional officers (already strengthened, we believe, of late) were still further increased, then much would be done towards the prevention and suppression of the evils mentioned—evils which cause discredit and infinite harm to the indigo system, and utterly disorganize the relations between the planters and the ryots. Indeed, a thorough reform of the police is a remedy which approaches very near to the root of the matter. If protected in this manner, all the respectable ryots will manage for themselves in regard to their indigo cultivation, and will enter into suitable engagements with the planter, and thus all may yet go well; and obviously the affording of such protection and the prevention of violence, so that both parties to engagements may in peace and with a free will, settle their own business and conduct their own trade, must ever be one of the fundamental objects of the administration.

25. Of those who may read the proceedings of this inquiry, many will think that cases of violence and oppression afford proof of the necessity of subjecting Europeans resident in the Mofussil to the same criminal law with the natives. Now, as this point has been repeatedly before the Legislature, we need not offer any opinion on it. But we must observe that if Europeans commit these offences, and if the magistrates should fail to prosecute the inquiry and to prevent recurrence of such things, then the existing state of the criminal law will hardly furnish a sufficient justification for the failure; for, as justice of the peace, the magistrate has ample power to investigate and to prosecute. As to prevention, the police, if well organized, should suffice for that. It appears to us, therefore, that whether Europeans be or be not subject to the criminal law of the mofussil, the magistrates should be able to suppress lawlessness and violence on the part of Europeans or of any one else.

26. Then we think that this inquiry shows that a general disarming of natives (but not of Europeans, of course) ought to be carried out in Lower Bengal as has been done in Upper India. We know, indeed, that a favourite weapon of the agents of coercion has been the club. It is not of course possible, nor would it be desirable, to deprive people of this. But in most of the affray cases, the spear or javelin (Shurkie) seems to be largely used.

Now we consider that in the indigo districts especially, all natives should be deprived of such weapons, except approved or licensed persons.

It is of the utmost importance to the improvement of relations between the factory and the people, that blood should never again be shed in an indigo dispute, and that lethal weapons should never again be usedin affrays between the factory servants and the villagers. We would ensure this by resuming these weapons as above described.

27. We also consider that the existing law regarding affrays should be rendered more effective to reach the parties who are the real instigators, and for whose benefit the outrage is committed. It would be superfluous to say more in favour of such a law, as its necessity has been powerfully urged by the Government of Bengal. We will only observe that, if a law were enacted, subjecting

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jecting to heavy fine, any influential person, planter, zemindar or other, in whose interest an affray of such like outrage had been committed, such an enactment would properly form one of a series of measures which are needed to prevent the possibility of violence occurring in future in connexion with indigo matters.

28. Then we are of opinion that while on the one hand effectual measures have been taken for the protection of the ryot, on the other hand the just interests of the planter should be guarded and cared for.

29. The precarious nature of the crop in Lower Bengal, the critical emergencies which arise in the cultivation of indigo, have been shown in the report. Similar emergencies may arise even in the manufacture. Thus it is possible, and does actually happen, that the planter is involved in sudden difficulties through no fault of his own. His ryots may have taken advances, and then refuse to sow, or they may delay to sow within the few hours, during which alone the sowing for a season's crop will be possible. There is hardly any other product, the culture of which is liable to such a crisis as this. Then in the midst of the manufacturing season the hired labourer may absent himself, or, contrary to agreement, strike for higher wages. The ryot (especially if as suggested, he received a considerable payment, whether a crop is cut or not) may refuse to exert himself in the case of inundation or destructive accidents. Now, it appears to us that wherever the conduct of any business is from its nature critical, wherever breach of contract would, if not immediately redressed, cause irreparable loss or inconvenience to the opposite party, the policy of the law has been to render such breach of contract liable to criminal penalties. Such has been the principle followed in the case of domestic servants, of workmen, of railway labourers, and, as we understand, in the case of coffee-planters, and recently this appears to have been the principle which guided the Legislature in passing the summary and temporary Act for indigo cultivation during the season of 1860. If the principle has been correctly described above, then we submit that it applies in the case of the cultivation and manufacture of indigo as much as to any case whatever. Indeed, we believe that in none of the cases in which the principle has been sanctioned, is the business more critical, or the inconvenience more immediate, or the loss more difficult of reparation, than in the case of indigo cultivation.

30. We would therefore recommend that the Act XI. of 1860, rendering breaches of contract to cultivate indigo criminally punishable by the magistrate, be made permanent with certain modifications. And we would extend it to breaches of contract to manufacture indigo, so that a ryot who has engaged to cultivate, or a labourer who has engaged to manufacture, may be by law compelled summarily to fulfil his engagement.

31. If it be urged, in opposition to the enactment of such a law, that the crop is unremunerative to the ryot, that the ryot is not practically free, that force and violence are already used, that the police are inefficient, that the planter is already the stronger party, then we would beg that the matters previously urged may be borne in mind, and we submit that these objections, however applicable under the system heretofore existing, will not apply to that reformed system which we seek to introduce. If the improvements which we urge shall be carried out (and unless they are carried out, more or less, we fear that the very existence of indigo cultivation at all will be jeopardised), then we submit that the cultivation will be remunerative to the ryot; that the ryot will be a perfectly free agent, that force and oppression will no longer be possible, that the police will not be inefficient. And, lastly, however powerfully the planter may have heretofore been, yet he is not now the stronger party, as compared with the ryot. Indeed, the ryots have shown themselves to be aware of their own rights and interests, and resolute in using their physical force and numerical strength in resistance to anything like coercion.

32. Then it may be objected that the new civil procedure is prompt and summary; that the old delay of the law is now done away with; and that the present law will afford the planter all the redress he can require. Now, we are fully sensible of the improvement which has been effected in the civil procedure, though it remains to be seen whether justice will in practice be speedy. But facility and speed in obtaining justice, are not sufficient in cases where the breach of particular contracts is specially and peculiarly productive of loss or inconvenience. In cases of this class, the law has prescribed criminal penalties in order

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to deter parties from breaking such engagements. It is the moral effect of threatened punishment that is needed. At the Presidency of Calcutta there are small cause courts, and every possible facility for obtaining justice; still the criminal penalties are needed for servants who abscond from service, and for workmen who desert their work.

33. It may be asked why should criminal penalties be enacted to enforce contracts to cultivate indigo, when there is no such law for contracts to cultivate any other crop. To this we would reply that, in the first place, with no other crop is the culture affected by such emergencies, as with indigo. Rice or jute, or other products, do not, like indigo, need to be sown on the instant, after a particular shower. Such products are sown in the rainy season, and the sowings may be completed to-day, or to-morrow, or the next day, or the day after that. But with indigo the sowing must be completed within a few hours, or it may prove a failure. So it often happens in cutting. Much of the plant is grown on the river side. Frequently the river may be rising just as the plant is being cut. If there be the least delay, the crop may be damaged or destroyed by inundation.

34. In the next place, with indigo the cultivation has to be arranged for, and the manufacture to be managed by the same capitalist. This is not the case with other produce generally. With an article like rice, the village banker may advance some money to the ryot on the security of the crop; and the lender may take a part of the crop in payment, but beyond the repayment of the loan, he has no interest in the crop. If the ryot fail to sow or to raise a crop, the banker will nevertheless sue the ryot, and recover his own with interest. But the indigo planter advances cash, not to trade in money and the interest thereof, but to ensure the delivery of a certain quantity of plant. It is in the plant that the planter's hopes centre. It is for this that he invests capital in building factories, and maintains expensive establishments. If therefore there be a failure of the plant, the planter loses not only the sums he has advanced (which may be of comparatively lesser consequence), but the season's profit, for the sake of which so much capital has been sunk, so much current expense incurred. If such a loss occur it will be of little use to the planter to sue the ryot for recovery of advances. Such recovery would not cover more than a fraction of the damage sustained. It is evident, therefore, that the liabilities incurred by the indigo planter, and the stake held by him in the culture, is not to be compared with the limited risk run by those who lend money to cultivators of land. We therefore confidently submit that, in this very important respect, the production of indigo is, in the nature of things, widely different from the case of any other product in Lower Bengal.

35. Further, it may be said that if a law of this nature be enacted for indigo contracts, it may be equally required for silk contracts, and perhaps other similar contracts. Doubtless this is true. And if the just protection of the silk interest, or other interest similarly circumstanced with indigo, should require a special contract law, such lawful assistance might, we think, with good policy be conceded.

36. Lastly, although the practice of advances by indigo planters to ryots is not a desirable one, and might with advantage be discontinued, still we apprehend that as, by the custom of the country, nothing can be done without cash advances, these will have to be continued. Then if the planters should (as we hope they will) consent to grant the amount of advances to the ryot absolutely, whether the crop yield that value or not, whereby the risk now borne by the ryot will be transferred to the planter; then we observe that an ill-disposed ryot will have a certain degree of temptation to neglect his cultivation, being assured beforehand of a fixed payment. Now this inevitable disadvantage, in a scheme that is otherwise excellent, will be removed by a special law, such as we recommend. If a ryot shall try to abuse the advantage conceded to him, the planter will have a real means of redress. And the consciousness of this would, we believe, render planters more ready to make to the ryot those concessions which are so desirable.

37. For all these reasons we recommend that a law like that of Act XI. of 1860, be enacted for indigo contracts. We anticipate that under the better system which must now be introduced, such a law will seldom have to be actually enforced; and that numerous cases like those which occurred in Kishnaghur district, and which were much to be regretted, would not occur in future. The moral effect of such an enactment would suffice, in ordinary times, to induce

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induce ryots to fulfil their engagements, and would give confidence to the planting interest, at a time when severe sacrifices are demanded of it.

38. When a similar law was enacted in 1835, it did, we believe, work well, and was approved by the Government of the time. It was afterwards repealed because it was thought to operate prejudicially to the ryot. But with the improvements which we hope to see effected, the ryot will be in a good and independent position; and there will be no fear of the law pressing more hardly upon him than it does upon domestic servants, artificers, and labourers.

39. But if a law on the principle of Act XI of 1860 be enacted, we do not think that the taking of a cash advance, which is, by the present law, the test of a contract having been made, would suit as a primary condition in a permanent law. Such a provision would tend to render permanent the vicious system of advances which now pervades every description of work, and every kind of transaction, whether it be the Government manufacture of opium and salt, the making of indigo, and indeed every thing else. The condition should be a regular contract to cultivate, or a contract to manufacture. And measures should be taken to ensure the contract being regular and *bonâ fide*.

40. After all the doubts which have been thrown, sometimes correctly, sometimes incorrectly, on the voluntary nature of contracts to cultivate indigo, we consider it of the utmost importance to encourage the registration of these contracts, if such is by any means practicable without being felt as an oppression by the ryot. Let a ryot appear before a responsible officer of Government, and attest his engagement, and the terms thereof, and then there will be no doubt as to its reality, and there need be no hesitation in punishing him if he should break it. We know that some planters doubt the practicability of registering contracts with so many hundreds of ryots. But some, and among them (as we understand) Mr. James Forlong, consider that this might be practicable. This opinion is held by the experienced officer (Mr. A. Grote) who was Commissioner of the Nuddea Division, which contains the two largest indigo districts. And, as is well known, Mr. F. Beaufort, an officer of great experience in questions of this sort, recommended the same thing. Sub-divisional officers might be deputed to the spot at the season when the contracts are chiefly made, and they might conduct the registration. But no police official, nor any officer below the rank of a subordinate judicial officer, should be entrusted with the duty. Then the planter would not require to register the contracts with all the ryots. He would easily select those cases in which registration would be desirable. Nor, on the other hand, would every ryot desire to have registration. Again, perhaps head ryots (*Ganteedars*) might register in behalf of their subordinate ryots. It that case, however, it might be difficult to render any one personally responsible except the *Ganteedar*. No doubt the *Ganteedar* might declare himself responsible if any of his constituents broke their contracts, though perhaps there might be hesitation, even then, in punishing the *Ganteedar* for the misfeasance of the ryot. At all events, however, we believe that registration to a sufficient extent would be practicable. We admit that if the contracts are to be registered at a remote station, then the inconvenience would more than counterbalance the advantage. But if more European officers are appointed to act on the spot, as we hope they will be, then there ought not to be any particular trouble in the registration. And we believe that a district officer (that is magistrate and collector) could by a judicious distribution of his judicial subordinates, manage to have officers at hand to register indigo contracts at the proper season. And if the registering officers were on the spot, their verification and identification of the parties should be simple and easy.

41. We are aware that the Indian Law Commission in 1835 considered this question; and that the President (Lord Macaulay) objected to registration, while some of the members were in favour of it. But the registration then proposed was of a very comprehensive character; every contract to cultivate indigo was to be invalid unless registered. We do not venture to go so far. We only say that legal provision should be made for registering; that facilities should be offered therefor; and that special penal consequences should be attached to the breach of a contract thus registered. Registration of agreements under certain circumstances has found favour in all countries, and especially in India.

42. We would then make the breach of a registered contract to cultivate indigo punishable by a magistrate, but not any other contract except a registered one. It would be very desirable to make the terms of such contracts explicit,

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explicit, so as to include the whole process of cultivating, from the ploughing to the cutting, and delivery at the factory. We do not think that registration of agreements on the part of coolies to manufacture indigo would be necessary. We would, however, have breaches of such agreements punished by a magistrate, in the same manner as breaches of contract on the part of workmen or domestic servants.

43. While recommending a law prescribing criminal penalties for the breach of registered contracts to cultivate indigo; and while also admitting the great improvement made in the ordinary civil proceedure; we anticipate that there will probably arise cases, or classes of cases, for which some special measures will be desirable. There are, we believe, in many indigo concerns, contracts made by ryots, previously to the present year, to cultivate indigo for various periods or terms of years not yet expired. Such contracts will probably be found to have been made by the ryots according to the understanding, at the time existing, of the relations between the planter and the ryot. In the present state of feeling among the people, it appears not impossible that some of these contracts might be disputed or repudiated by the ryot. Without attempting to form any opinion on the validity or otherwise of such contracts, a matter which must depend upon the merit of cases, we still think that the occurrence of such disputes should be watched. If in any district a considerable number of these contracts should be disputed, it would be very desirable to depute some competent and selected officers to try promptly on the spot any suits that might be brought, and to carry out their decisions with effect. The course to be pursued, however, should be well considered, because the settlement of one case at the outset might govern the decision of a great number of other cases.

44. Act X. of 1849, which abolishes the power previously vested in a landlord of summoning his tenant for the payment of rent, has been much complained of by planters, as interfering with their manorial influence over the ryot; and evidence on the point has been tendered. We admit the importance in many ways of preserving the influence of the landlord over his tenantry; but we trust that whether they have the power of summoning vested in them by law or not, the landholders will still exercise great influence. We do not wish to elevate the peasant at the expense of the upper class; but the peasant is entitled to a certain degree of protection. And many experienced men think that the additional protection afforded by the new law was really needed in Bengal. We do not see, moreover, how this law affects the planters more than other landlords, and on the whole we refrain from offering any recommendation on this head. We have done enough in drawing attention to the subject, and we should hesitate, as at present informed, to do more.

45. But now that indigo planters have become large landed proprietors, and indeed form a very important section in the land-holding community, it is evident that the indigo interest has become bound up in the tenure of land.

46. As the planters have, in common with other landlords, been deprived of the power of summoning ryots, we would venture to draw the attention of Government to the speedy recovery of rents. If power be taken from the landlord, it is the more necessary that the law should afford prompt redress. We know that attention was given to this point in the framing of Act XI of 1860. And we trust that adequate machinery may be available for ensuring the expeditious recovery of rent, as the matter deeply affects the settlement of European capitalists in the interior.

47. Then we think it very desirable, even necessary, that some special agency be appointed to see, on the one hand, that no violence occurs in indigo cases; that no oppression is practised towards the ryots; that the prevention and cure of the evils which have hitherto existed is thorough and complete; and on the other hand, to see that the just interests of the planter are not sacrificed; that contracts duly made with him are fulfilled; that disputes relative to indigo are speedily settled. For the establishment of proper relations between planters and ryots it is essential that all the above objects be secured; but in the first instance great care and watchfulness will be required. We doubt whether the district authorities, heavily tasked as they are, can adequately accomplish this task. Whenever any special difficulty has arisen, it has been customary to appoint a special agency, and this has been done occasionally with eminent success in Bengal. We anticipate that such a plan would succeed in the indigo districts. The necessity of a reference on the spot is one of the few points on which both

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387

both parties agree. On behalf of the planter, it is said, that there being no qualified officer at hand to apply to for aid, force or intimidation is resorted to. On behalf of the ryots it is said, that there is no sufficient authority at hand to afford redress and protection. We recommend then that one or more additional and specially selected European officers be stationed for the present in centrical and convenient localities in each of the principal indigo districts. To these officers should be entrusted the inspection of the indigo system, the speedy decision of disputes, civil or criminal, regarding all indigo cases, the prevention of violence and oppression of all kinds. They would reside in the interior or localities conveniently situated to factories and indigo villages, and would be generally, though severally, responsible for ensuring obedience to the law in the above matters. Such officers might be vested with judicial, criminal, and fiscal powers, exactly like the deputy and assistant commissioners in the non-regulation provinces, to administer the law relating to indigo cases; whether the case belonged to the department of civil justice, of police, or of revenue. In each of these departments the special officer would be subordinate to the regular constituted authority; that is, in police and revenue matters, he would be subordinate to the magistrate, and in judicial matters to the civil judge. Such an officer on the spot would afford valuable aid to the ordinary authorities; and this, without at all interfering with the jurisdictions already existing. As soon as all habits of violence and oppression had been eradicated and satisfactory relations established (as it might be hoped they soon would be), then these additional and special officers might be dispensed with.

48. Lastly, we venture to advise that one officer of ability and experience be appointed special commissioner of indigo affairs in Lower Bengal. His chief function would be to travel about in the indigo districts, to ascertain on the spot the exact state of affairs in relation to indigo, and report, as often as need be, to the Lieutenant Governor. His main duty would be that of a responsible Inspector General.

49. Such an officer would exercise no direct authority over the local officers, and would interfere with no existing jurisdiction. His function would be to ascertain and report to the Government of Bengal. If oppression or malpractices were springing up in any district, he would report the circumstances. If the law relating to indigo were being misunderstood anywhere, he would draw attention to it. If unreasonable apprehension were arising in the minds of the ryots, he would allay it.

The Government would be thus kept constantly informed of the real state of things in the indigo villages, and with this information available, such remedies as might appear necessary could be applied from time to time. Such an officer would be of the utmost use, until the time shall arrive when the relations between planter and ryot are placed on a satisfactory footing.

50. But we believe that at the present time the appointment of a well-selected special commissioner is of urgent importance. It appears that in many districts the mind of the indigo ryots are in an excited state; although certainly, no new cause of discontent or excitement has arisen lately; and unfounded apprehensions seem to spring up among the ryots as to the consequence of cultivating indigo in future. A spirit of combination is abroad among them, and intimidation is likely to be resorted to by some persons. If any excitement of this kind should become general among an ignorant and credulous class, there is but little chance of terms being listened to by them, or of salutary reform being introduced in the system of indigo planting. A contest might arise between planter and ryot regarding unfulfilled contracts; and then a struggle would commence between planter and ryot in their respective capacities of landlord and tenant. The planters are now so largely concerned in the proprietorship of land that any general contest which might arise regarding the cultivation of indigo, would, in all probability, extend to the payment of rent, and the right of occupancy. A struggle of this kind would, of course, be most injurious to both parties, and specially to the planters. Such contingencies will, we hope, not occur at all; but we imagine it to be an important object to obviate or diminish the chance of their occurrence. And it would, we submit, be worthy of the administration to ward off by judicious precautions any crisis of this kind.

51. It is evident that the ordinary courts could not easily avert such a state of things. They could only interfere after some breach of the peace had occurred; or until exacerbation between the parties had proceeded to a serious extent.

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It is under such circumstances then that a Special Commissioner can most beneficially act.

52. In the event then of any such state of things as that we have indicated threatening to arise in any indigo district, we would earnesty recommend that a special commissioner be immediately appointed to allay excitement among the ryots, to ascertain exactly what terms they require, and to learn whether any mediation between them and the planters is possible. The success of such a measure would depend of course on the judgment and ability of the Special Commissioner. But we entertain a good hope that a really able officer would succeed, and would secure the confidence of both parties. We believe that the planters, as a body, are really alive to the realities of the situation, and are willing to make reasonable concessions to the ryots. And if on their side the ryots can really be satisfied regarding all this, it may be expected that they would be willing to continue to cultivate. If a special commissioner could materially assist in affecting a satisfactory settlement, great good would be thereby effected.

53. We would now respectfully submit these various matters for the decision of the Lieutenant Governor of Bengal. We are indeed fully alive to the many improvements which have been, and are being, introduced into all parts of the administration in the Mofussil. And we therefore entertain a confident hope that recommendations designed to secure justice between contending parties; to prevent violence and oppression; to compose dissensions; to settle disputes; and to save important interests from ruin, will meet with his Honor's favourable consideration.

(signed) *R. Temple,*
W. F. Fergusson,
Members of the Indigo Commission.

Calcutta,
27 August 1860.

MINUTE by Mr. *Fergusson.*

I DISSENT from the Report adopted by my colleagues for reasons stated below. I have joined with Mr. Temple in a Minute recommending the measures which we deem advisable and necessary to ward off the calamity in which I apprehend not only indigo planting, but the whole agricultural and landed interests of Lower Bengal are likely to be involved, unless measures are promptly taken to put a stop to the delusions and excitement under which the people are now labouring.

My reasons for dissenting from the Report are—

That it leads to the inference that planters as a body are lawless, the evidence affecting only some out of a number.

That although I admit there has been no general bias against planters on the part of the officials, yet particular instances of undue interference have been shown which, operating on the minds of an ignorant peasantry, have been most detrimental to the planter, particularly in the present season.

The recent crisis, though accelerated by an unfounded belief on the part of the ryot that the Government was opposed to the cultivation of indigo, must have sooner or later occurred owing to the disturbance which has taken place on the relative returns to the ryot from indigo as compared with cereals and other cultivation, and the planters would have done well had they paid earlier attention to the above facts and met the ryot with a more proportionate remuneration. The same remark applies to the cultivation of opium and the manufacture of salt.

The Report finds generally the inexpediency of appointing European gentlemen resident in the Mofussil as honorary magistrates, whereas I think the inexpediency should be limited simply until such time as the question between indigo planter and ryot is put on a more satisfactory footing. When this is done, in my opinion, not only should Europeans but also native gentlemen be appointed justices of the peace, with a jurisdiction limited as in England.

I further dissent from the language and tone of the Report even as to those points the truth of which I do not dispute, for the reason that the language and tone tend to give a colouring, and to lead to conclusions not proved from the facts.

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389

I would especially refer to the views in the Report as to the relative position of ryot and zemindar as tending to disturb the acknowledged principles of the permanent settlement, and to suggest to the ryot notions of rights incompatible with his real position and with the contract, made by that settlement, between zemindar and Government. This, in my opinion, may lead to disturbances, the extent and consequences of which cannot be foreseen.

For these reasons I have deemed it my duty to dissent from the Report, and to record my views thereon.

Calcutta, 25 August 1860. *W. F. Fergusson.*

MINUTE by the President, concurred in by Mr. *Sale* and Baboo *C. M. Chatterjee.*

OUR remarks on our colleague Mr. Fergusson's Minute will be very brief, and are only designed to prevent misunderstanding.

As regards the remarks of our colleague "on the language and tone" of the Report, which "tend to give a colouring and lead to conclusions not proved from the facts," we have only to say that the mass of evidence has been by us carefully analyzed and impartially weighed. No conclusion is drawn which is not based on good evidence, and we must leave the Government and the public to judge whether the conclusions, so supported, do not justify the tone of the Report. As regards our colleague's remarks on the permanent settlement, we emphatically disclaim any intention of disturbing or impugning the acknowledged principles of that great measure. Our views as to the relative position of ryot and zemindar are, we submit, borne out by the Statute Law, and by the common custom of the country; moreover, in discussing the merits of Act X of 1859, we have thought it necessary, in the interest of the zemindars, to solicit the attention of Government to two of its most important sections, and we have suggested nothing to the ryot incompatible with his real position, or with the zemindar's rights.

W. S. Seton-Karr, C.S.
J. Sale.
Calcutta, 27 August 1860. *C. M. Chatterjee.*

I HAVE not any remarks to offer on the subject.

27 August 1860. *R. Temple.*

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LIST of WITNESSES examined by the INDIGO COMMISSION, between the 18th of May and the 4th of August 1860.

No.	Date of Examination.	Names.	Profession.	Page.
		CALCUTTA, 1st PART.		
1	18 May	J. P. Wise, Esq.	Planter	1
2	18 „	Baboo J. C. P. Chowdari	Zemindar, Ranaghat, Nuddea	5
3	19 „	F. L. Beaufort, Esq., C. S.	Legal Remembrancer	7
4	21 „	W. G. Rose, Esq.	Planter	14
5	22 „	J. Cockburn, Esq.	Now Deputy Magistrate in the Dacoity Commission.	20
6	25 „	R. P. Sage, Esq.	Planter	26
7	26 „	Beni Madhub Mittra	Gantidar, Nuddea	32
8	26 „	Chundra Nath Sircar	Ditto - ditto	33
9	26 „	Muddun Mohun Bose	Ditto - ditto	34
10	28 „	M. Durup De Dombal, Esq.	Planter	35
11	28 & 29	Rev. F. Schurr	Missionary, C. M. S.	38
12	29 „	Rev. J. H. Anderson	Ditto - Baptist Mission	45
13	31 „	Rev. J. G. Lincke	Ditto - C. M. S.	48
14	31 „ and 1 June	Rev. C. Bomwetsch	Ditto - ditto	52
15	2 „	Nuffur Dass	Ryot, Nuddea	57
16	2 „	Ameer Mullick	Gantidar - ditto	58
17	2 „	Jinat Mullick	Ryot - ditto	59
18	2 „	Gunni Daffadar	Ditto - ditto	59
19	2 „	Abadi Mundal	Ditto - ditto	60
20	2 „	Abad Mundal	Ditto - ditto	61
21	2 & 4	Santosh Mundal	Ditto - ditto	62
22	4 „	Seraj Biswas	Ditto - ditto	63
23	4 „	Dina Mundal	Zemindar - ditto	64
24	4 „	Jamir Mundal	Ryot - ditto	65
25	4 „	Dukhi Sheikh	Zemindar - ditto	66
26	5 „	Hadji Mulla	Ryot - ditto	67
27	5 „	Kadam Ulla	Ditto - ditto	68
28	5 „	Bhikhoo Mundal	Ditto - ditto	68
29	5 „	Kulin Mundal	Ditto - ditto	69
30	5 „	Juran Mundal	Ditto - ditto	70
31	5 „	Bhagu Mundal	Ditto - ditto	70
32	5 „	Maniruddin Mundal	Ditto - ditto	71
33	7 „	Rev. C. H. Blumhardt	Missionary, C. M. S.	72
34	8 „	Junoo Mundal	Ryot, Nuddea	78
35	8 „	Fakir Mahomed	Ditto - ditto	78
36	8 „	Alum Biswas	Ditto - Jessore	79
37	8 „	Islun Mundal	Ditto - Nuddea	80
38	8 & 9	A. S. Sawers, Esq.	Planter	81
39	9 „	Manik Shah	Ryot, Nuddea	87
40	9 „	Gadu Biswas	Ditto - ditto	88
41	11 „	A. Grote, Esq., C. S.	Member of the Board of Revenue.	89
42	11 „	Baboo Bijoyo Govindo Chowdari.	Zemindar, Pubna	92
43	11 „	Kadir Biswas	Ryot, Nuddea	93
44	11 „	Adu Jotedar	Ditto - ditto	94
45	12 „	Rev. James Long	Missionary, C. M. S.	94
46	12 „	Rev. G. G. Cuthbert	Secretary - ditto	100
47	14 „	Rev. S. J. Hill	Missionary, L. M. S.	102
48	14 „	Munshi Latafat Hossain	Zemindar, 24-Pergunnahs	105
49	15 „	Bargatulla	Ryot, Nuddea	107
50	15 „	Isburchunder Chowdari	Ditto - Pubna	108
51	15 „	Ameer Biswas	Ditto - Baraset	109
52	15 „	Rev. G. G. Cuthbert (2d day)	Secretary, C. M. S.	110
53	16 „	J. O'Brien Saunders, Esq.	Editor of "The Englishman"	112
54	19, 20, 22, & 23	R. T. Larmour, Esq.	General Mofussil Manager on the part of the Bengal Indigo Commission	118 — 136
55	22 „	Indra Narayan Rai	Factory Amin, Nuddea	135
56	23 „	J. O'Brien Saunders, Esq. (2d day).	Editor of "The Englishman"	139
57	23 „	Adum Mundal	Ryot - Pubna	140
58	23 „	Jadu Biswas	Ditto - Nuddea	140
59	23 „	Biswanath Ghose	Ditto - ditto	141

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List of Witnesses examined by the Indigo Commission, &c.—*continued.*

No.	Date of Examination.	Names.	Profession.	Page.
60	23 June	Tilok Paramanik	Ryot - Pubna	141
61	23 „	Minu Sheikh	Ditto - Nuddea	142
62	23 „	Sabir Biswas	Ditto - ditto	142
63	23 „	Mirzan Mundal	Ditto - ditto	143
64	25 „	Robert Morrell, Esq.	Zemindar, Backergunge	143
65	25 „	Kali Dass Bose	Talookdar, Furreedpore	147
66	25 „	Muchai Mundal	Ryot - Nuddea	148
67	25 „	Kamolakanto Malakar	Ditto - Pubna	149
68	26 „	Dudh Mullick	Ditto - Nuddea	149
69	26 „	Shadu Biswas	Ditto - ditto	150
70	26 „	Ramchurn Biswas	Ditto - ditto	151
71	26 „	Chaitan Mundal	Ditto - ditto	152
72	27 „	J. H. Reily, Esq.	Commissioner of the Sunderbuns.	153
73	28 & 30	Charles Hollings, Esq.	Sub-Deputy Opium Agent, Gya.	158
74	30 „	Arman Sheikh	Ryot - Jessore	167
75	30 „	Sadhu Mundal	Ditto - Nuddea	167
76	5 July	E. Chardon, Esq.	Planter	168
		WITNESSES EXAMINED AT KISHNAGUR.		
77	9 July	W. J. Herschel, Esq., C. S.	Magistrate of Nuddea	172
78	9 „	Karim Biswas	Ryot - Nuddea	178
79	9 „	Selim Mundal	Ditto - ditto	178
80	9 „	Sri Bhobotarun Joardar	Ditto - ditto	178
81	10 „	James Forlong, Esq.	Planter	179
82	11 „	James Tissendie, Esq.	Ditto	186
83	11 „	Mundari Biswas	Ryot - Nuddea	191
84	11 „	Buddun Mundal	Ditto - ditto	191
85	12 „	A. T. Maclean, Esq., C. S.	Assistant to the Magistrate and Collector of Nuddea.	192
86	12 „	A. Hills, Esq.	Planter	195
87	13 „	J. Forlong, Esq. (2d day)	Ditto	198
88	13 „	Nusi Joardar	Ryot - Nuddea	203
89	13 „	Jalal Mullick	Ditto - ditto	203
90	13 „	Chundur Ghose	Ditto - ditto	203
91	13 „	Buddun Mundal	Ditto - ditto	203
92	14 „	Dudh Mullick	Ditto - ditto	204
93	14 „	Zirubali Karigur	Ditto - ditto	204
94	14 „	Panju Mulla	Ditto - ditto	204
95	14 „	Andai Kulhu	Ditto - ditto	205
96	14 „	Buddun Chowdari	Ditto - ditto	205
97	14 „	Astul Mundal	Ditto - ditto	205
98	14 „	Khoda Buksh	Ditto - ditto	205
99	14 „	Mir Ramzan Ali	Ditto - Jessore	206
100	14 „	Budai Mulla	Ditto - ditto	206
101	14 „	Gopal Chunder Biswas	Ditto - ditto	206
102	14 „	Badul Mundal	Ditto - Nuddea	207
103	14 „	Maibulla	Ditto - Jessore	207
104	14 „	Kamul Biswas	Ditto - ditto	207
105	14 „	Sri Nath Bose	Ditto - Pubna	208
106	14 „	Subid Paramanik	Ditto - ditto	208
107	14 „	Naffi Mundal	Ditto - Nuddea	208
108	14 „	Sikundar Mundal	Ditto - ditto	209
109	16 „	Hugh Sibbald, Esq.	Planter	209
110	16 „	G. R. J. Mears, Esq.	Ditto	211
111	16 „	Munshad Mundal	Ryot, Nuddea	215
112	17 „	Maurice Tweedie, Esq.	Planter	216
113	17 „	G. R. Clarke, Esq.	Ditto	218
114	17 „	Grihish Chunder Bose	1st Class Darogah, Nuddea	221
115	17 „	Baboo Sri Huri Rai	Zemindar, Nuddea	222
116	18 „	D. J. McNeile, Esq. C. S.	Joint Magistrate and Deputy Collector, Bongong.	223
117	18 „	Adam Hume Smith, Esq.	Planter	224
118	18 „	Alexander Taylor, Esq.	Ditto	225
119	18 „	J. Forlong, Esq. (3d day)	Ditto	225
120	18 „	W. J. Herschel, Esq. (2d day)	Magistrate of Nuddea	226
121	18 „	Baboo Mohesh Chunder Chatterjee.	Agent for Ram Ruttun Roy, Nuddea.	227
122	18 „	Baboo Shambunath Mookerjee	Zemindar, Nuddea	228
123	18 „	Baboo Sri Gopal Pal Chowdari	Ditto - ditto	229
124	18 „	Baboo Pran Kisto Pal	Ditto - ditto	230
125	18 „	Mahanundo Ghose	Ryot - ditto	230

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393

List of Witnesses examined by the Indigo Commission—(*continued*).

No.	Date of Examination.	Names.	Profession.	Page.
		CALCUTTA, 2D PART.		
126	21 & 23 July -	The Honourable A. Eden, C. S.	Magistrate, Collector, and Salt Agent, Cuttack.	232
127	24 - „ -	W. Moran, Esq. - - -	Indigo Broker - - -	245
128	26 - „ -	Baboo Prosonno Kumar Tagore.	Deputy Clerk, Legislative Council.	250
129	26 - „ -	H. L. Dampier, Esq. C. S. -	Late Magistrate of Tirhoot -	252
130	27 - „ -	G. G. Morris, Esq. - -	Ditto - Pubna -	255
131	27 - „ -	Joy Kissun Mookerjee - -	Zemindar, Hooghly - -	256
132	27 - „ -	Haronath Rai - - -	Ditto Jessore - -	258
133	30 - „ -	E. Prestwich, Esq. - -	Planter - - - -	259
134	30 - „ -	Hurris Ch. Mookerjee - -	Editor, "Hindu Patriot" -	260
135	30 - „ -	Umesh Chunder Roy - -	Zemindar, Kishnagur -	261
136	30 - „ -	Rai Krishna Mittra - -	Ryot, Nuddea - - -	263
137	31 - „ -	E. De Latour, Esq., C. S. -	Judge, 24-Pergunnahs -	264
138	3 August -	Alex. Forbes, Esq. - -	Planter, now editor of the "Hurkaru."	270
139	4 „ - -	C. Chapman, Esq., C. S. -	Collector of Customs - -	277

Note.—The total number of witnesses appears greater than that mentioned in the Report. The explanation of this apparent discrepancy is, that when the examination of any witness was resumed after an interval of some days, such a witness, in this list, has been reckoned twice over. The actual number of witnesses examined is 134.

GLOSSARY of TERMS used in the Evidence and the Appendix (the commonest terms are not entered, such as Sahib, Cutcherry, nor are those which are fully explained in the text or evidence).

Abad—Cultivation; a cultivated place.
Abadkar—One who cultivates or clears jungle.
Agran—Hindu month, from middle of November to middle of December.
Abwab—Extra cesses levied by zemindars.
Amin—Native servant who measures lands.
Amla—Plural of *Amil*; Native officials in general.
Amulnama—A written order; often an order to take possession of land previous to the grant of a regular lease.
Anna—Sixteenth part of a rupee; equal to one penny halfpenny in English.
Anti—A bundle.
Arhi—A measure of grain, generally two maunds.
Ashar—First month of rainy season, from middle of June to middle of July.
Asami—Usually a defendant, but in these papers a cultivator under engagement.
Aswin—Hindu month, from middle of September to middle of October.
Athchala ghur—A house with four verandahs, or verandahs all round; *lit.* an eight-roofed house.
Aumon—Late rice crop sown or planted in deep lands in June or July, and reaped from the end of November to the end of January.
Aous—Early rice crop sown on high lands in April or May, and reaped in July and August.
Baisakh—First month of Hindu year, from middle of April to middle of May.
Baze—Various.
Beegah—About one-third of an acre.
Beeta—Raised earth on which a native house is usually built.
Bhadro—Hindu month, from middle of August to middle of September.
Bida—Agricultural instrument, very like a horse rake, but which performs the office of the "scuffler."
Bish—A measure of grain; four maunds.
Bramuttur—Rent-free land originally given to Brahmins, but now often held through purchase by men of all castes.
Burkandaze—The lowest officer in the police establishment; *lit.* thrower of lightning.
Chaitro—Last month of Hindu year, from middle of March to middle of April.
Chittack—Two ounces.
Dadun—Advances.
Darogah—Head officer of a thannah or police station.
Desi—Indigenous; country-born.
Dur-putni—A perpetual lease created by the *putnidar*; *lit.* within the *putni*.
Dur-putnidar—Holder of such a tenure.
Dusturi—Perquisites, illegal but customary; fees in the shape of per-centage.
Farkhut—Deed of quittance or release.
Fazil—Excess; payment in excess.
Ganti—A tenure common in Lower Bengal, supposed to be a middleman, but, in reality, a tenant proprietor.
Gantidar—Tenant proprietor; holder of such a tenure. Sometimes he holds half or a whole village. He pays rent to the talookdar or zemindar, and has certain well understood proprietary rights.
Goala—Cowherd.
Golabari—Barn.
Gomashta—Local agent; village agent.
Hasil—Lands occupied by tenants; lands in cultivation or which pay rent, as distinguished from unoccupied or waste land.
Hathchitti—Acknowledgment in writing; often answers to a receipt for indigo delivered.
Howaladar—Holder of a tenure common in Backergunge; has certain proprietary rights; like the *gantidar* in many respects.
Ijara—Lease.

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Ijaradari—Often extra rent taken by the leaseholder.
Jemadar—The third officer in a police station; head of the burkandazes.
Jheel—Marsh.
Jote—Tenant right or holding.
Jotedar—Tenant proprietor, usually denotes men of less substance than the gantidar.
Jumma—Assessment; rent.
Jyeshto—Hindu month, from middle of May to middle of June.
Kabulyat—Agreement in writing.
Kalai—Pulse or vetch.
Kirani—Native clerk who can write English.
Kartik—Hindu month, from middle of October to middle of November.
Kasht or Kisht—Cultivation; tillage; a sown field.
Kashtkar—Cultivator; tiller.
Katani—Cutting.
Kathak—Narrator; story-teller.
Khalassi—Native servant of the lowest rank; looks after the cultivation of indigo.
Khatta—Account-book.
Khass—Own; particular.
Khillat—Dress of honour.
Khoonti—Stump of plant.
Kharid—Bought.
Kharrif—Autumnal crop.
Kira—Cucumbers.
Kist—Instalment.
Kistibundi—Arrangement of the instalments, generally in writing.
Kodali—Mattock.
Koomra—Gourd
Kopani—Digging and turning up the turf with a mattock.
Kudoo—Native gourd.
Kulin—High caste.
Kutcha—Raw; inexperienced; unripe; incomplete; made of earth; unbaked.
Lattial—Club-man; bludgeon-man.
Magh—Hindu month, from middle of January to middle of February.
Mahajun—Merchant; money-lender.
Malik—Owner.
Manjhi—Pilot; captain of a native boat.
Muttasuddi—Native writer; accountant.
Maund—82 lbs. avoirdupois.
Mohurrir—Native clerk; writer in native language.
Mookhtyar or mookhtar—Agent; attorney.
Mourusi—Hereditary tenure at a fixed rent.
Mourusidar—Holder of such a tenure.
Mui—A bamboo ladder, which serves the purpose of our English harrow.
Mulla—A Mohamedan divine.
Naib—Deputy; agent.
Nakd } Cash.
Nuggud }
Nuksani—Lands not occupied and paying no rent, and therefore unprofitable.
Nuzzur—Present; offering.
Paikasht—A cultivator, residing in one village but cultivating in another. *Paikasht* denotes the land held by him in the village in which he does not reside.
Paikar—Contractor or dealer.
Pali—Measure of corn; five seers.
Parwana—Order on the police or executive authority.
Patit—Fallow land; waste land.
Peshkar—Generally the second native officer in an establishment.
Phalgun—Hindu month, from middle of February to middle of March.
Pice—One-fourth of an anna.
Pie—One-twelfth of an anna.
Pooja—Festival; worship.
Posh—Hindu month, from middle of December to middle of January.
Potta—Written lease; title deeds.
Pottul—An oblong vegetable, much eaten by natives.
Pucka—Ripe; experienced; complete; baked; of brick or stone.
Purdah—Curtain.
Putni—See Regulation VIII. of 1819; an estate within an estate created by the voluntary act of the zemindar. The tenure is created in perpetuity, and the holder obtains the full and entire rights of the zemindar, paying only the due rent to the latter. The zemindar's connection with the land ceases when a *putni* is created.
Putnidar—Holder of a *putni*.
Putwarri—A man who keeps the rent accounts of the village between zemindar and ryot.
Razinama—A deed withdrawing a complaint, and signifying that the complainant is satisfied.
Salaami—Bonus.
Seer—2 lbs. avoirdupois.
Shatta—Agreement to cultivate indigo.
Sheristadar—Head native officer of the civil, revenue, and criminal courts, or generally of any office.
Shikhaldar—Chain holder.
Shouk—Hearty will; pleasure.
Shraddha—Funeral supper in honour of deceased parents, relations, or ancestors.
Shurkiwalla—Spearman.
Soli—Measure of grain; 20 seers.
Sraban—Hindu month, from middle of July to middle of August; the rainiest month in the Hindu calendar.
Tahsildar—Native collector of rents or revenue.
Tahurrir—Taking down in writing.
Taidad—An estimate of produce; a deed specifying the extent of rent-free lands.
Takidgir—*Lit.* a maker of injunctions; a native who looks after the cultivation of indigo by the ryots.
Talook—Estate; generally used to signify estates of small extent. A *zemindary* signifies the larger.
Talookdar—A holder of such an estate.
Thannah—Police station.
Ticca—Hired; on lease.
Uthundi (jumma)—An arrangement by which a ryot takes a certain amount of land and pays rent for whatever he brings under actual cultivation.
Zillah—District.
Zur-peshgi—A lease given on a loan, which loan is repaid by deductions from the rents.
Zaraut or Ziraut—Cultivation; agriculture.

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395

MINUTES OF EVIDENCE

TAKEN BEFORE

THE INDIGO COMMISSION.

Friday, 18*th May* 1860.

PRESENT.

W. S. SETON-KARR, Esq., C. S., President.

Members:—R. Temple, Esq., C. S., W. F. Fergusson, Esq., Reverend J. Sale, Baboo Chunder Mohun Chatterjee.

JOSIAH PATRICK WISE, Esq., called in; and Examined on oath.

J. P. Wise, Esq.

18 May 1860.

1. *President.*] I BELIEVE you have had considerable experience in indigo factories?—I have had 35 years' experience in the districts of Tipperah, Furreedpore, Mymensing, and Dacca.

2. What was the system of cultivation practised by you?—*Nij* and *ryotti*.

3. Can you state the proportion of each kind of cultivation?—About two-thirds *nij* and one-third *ryotti*.

4. Did you increase the cultivation of *nij* lands?—I found a great deal of waste, unoccupied, churlands, and considerably increased the *nij* cultivation.

5. You took leases of these lands?—Yes, I took leases from zemindars and from the Government, and brought them into cultivation with hired labourers.

6. Did you cultivate these lands by your own servants?—Yes, but it was also my interest to induce cultivators to settle upon the lands, supplying me with labourers, and these tenants growing jute, safflower, rice, and oil seed for their own benefit.

7. Did you give the ryots permanent leases?—I give no permanent leases; they cultivate from year to year, and pay the rent pretty regularly.

8. Have you ever found it necessary to eject any of your ryots?—No, I have never done so.

9. Do you consider you have the power of ejecting your ryots?—I do consider I have that power, but have never exercised it.

10. After you had taken these churs, did you still continue *nij* cultivation?—Yes, I cultivated *nij* by my own servants and labourers.

11. Did you find the ryots with bullocks and ploughs for the cultivation of these lands?—I hire ploughs from the ryots, and kept up an establishment of bullocks for the cultivation of these lands.

12. Then you did not change the system when the churs were settled?—No.

13. Are the ryots anxious to get leases?—No; they do not care about getting leases; they have such facilities for change, and for taking new lands. I have had no difficulty in getting ryots, but some difficulty in keeping my *nij* lands for indigo.

14. Have you ever found the ryots disinclined to settle on the churs?—No; and when settled, I have found them disposed to dispossess me always of the best lands.

15. At what time of the year did you find the ryots most willing to take advances?—I found them most willing about the time of the pooja in September and October.

16. Mr. *Temple.*] That is the time they are always most willing?—Yes, they are at that time more willing to take advances for indigo.

17. Why do you consider them then most willing?—They have no crops for sale, and are generally in want of money then, as it is required for festival expenses, and as the zemindars get in a large proportion of their rents at that time,

18. *President.*] Are there no crops in March and April on the ground when the sowings would commence?—Yes, there are some crops on the ground in these months, but not extensive or profitable.

19. Are you aware that there is a time of the year called *punyo*, when rents are first collected?—Yes, in Dacca the *punyo* is some time in June, when the zemindars make their first collections for the year.

20. Did you take an agreement from the ryots for a term of years, or was the term undefined?—In making indigo advances to the ryots, I bind them to no term of years,

21. Was it on stamp paper?—Sometimes stamp paper is used, at other times, not; generally it is not; sometimes the agreement is entered in a book, to which the ryot's mark or signature is put.

22. In what position do you consider that the ryot stood?—I consider him as a free agent.

23. Was your agreement signed in the presence of the manager, or superintendent, or assistant?—It is not always done, but I have invariably inculcated this on my superintendents, and as far as

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J. P. Wise, Esq.

18 May 1860.

as possible, to see every rupee paid into the hands of the ryot.

24. You mean your European superintendents? —Yes.

25. Could you state the rent the ryots paid in the settled talooks?—I think the ryots pay on high lands, from 12 annas to 1 rupee 4 annas.

26. What do you mean by the high lands?—The best lands, in contrast to the low chur lands, early flooded by the rise of the rivers.

27. You have said that the terms were merely general in these contracts with the ryots?—The ryot, on receiving a given number of rupees, contracts to cultivate and sow a certain number of beegahs with indigo.

28. Did you follow the system of rotation of crops, *i. e.*, changing the indigo from one piece of land to another?—Rotation is very desirable when it can be managed.

29. Is the ryot generally agreeable to such change?—He is generally desirous of giving the factory the worst land he can, and of doing as little as he possibly can, in the way of cultivation.

30. How do you account for this?—He takes very little interest in the indigo crop.

31. Can you state the cause why he should not take any interest in it?—He thinks he has got all he is likely to get in the advances. He will not cultivate his field well with the expectation of getting more bundles, and he will not give his best land, reserving it for rice and his more paying crops.

32. When you give advances, at what rate do you do so?—Always at two rupees a beegah, and I believe this rate to prevail all over the country.

33. Can you state what the ploughing costs the ryot?—The ploughing costs him very little; only his labour.

34. How many ploughs go to the rupee in your part of the country?—In some parts I get for my *nij* cultivation 12, 14, and 16 ploughs for a rupee. I do not think a ryot expends more than six ploughs to his beegah of indigo.

35. What do you call a day's labour?—They go out 7 a.m. and are back at noon. They don't return in the evening.

36. Do you consider six ploughs sufficient for the beegah?—No, I don't think so; it depends very much on the land itself. Unless the land is sufficiently clean, six ploughs would not be enough.

37. Did you find it necessary to have the indigo weeded?—Not on the high lands, but on the churs jungle springs up rapidly and requires a great deal of weeding.

38. Then you did send out the khalassy or gomashta to see to the weeding?—Not on the *ryotti* lands so much as the *nij*, where the weeding is very heavy.

39. Have you been to the Mofussil since the Cattle Trespass Act was passed, and have you observed its operation?—For a few months only, and I cannot state from personal knowledge how it is working.

40. Can you say to whom the cattle that damage the plant generally belong?—To the ryots, and not unfrequently to the ryot who has an interest in the protection and preservation of the plant.

41. Not to *goalahs*?—No, not often to *goalahs*.

42. The cattle may have belonged to the ryot that cultivated the indigo?—Very likely they did.

43. Were the cattle allowed to trespass intentionally?—No, it is often mere negligence, and often the want of pasture for the cattle.

44. What is a day's labour paid at in those parts now?—Formerly one and a half to two annas a day; now four annas. Working coolies used to get *Rs.* 2. 8. a month; now four rupees are the monthly wages.

45. Do you cut as well as cart the indigo crop yourself?—I hire boats to cut the *nij* cultivation. In some instances I am obliged to cut the ryot's plant, but generally, they cut and bring it to the factory.

46. Which custom obtains most?—There are no carts. The plant is brought in boats, and the general practice is for the ryot to bring it.

47. Does it take a day to cut and load a beegah of indigo?—The produce of a beegah is about seven to 12 bundles. (I should say nine bundles is the average). It would take two men to cut nine bundles and convey it to the factory in one day.

48. What is the size of a beegah?—Eighty by 96 square cubits. It is smaller than the Jessore beegah, which I believe is 100 cubits square.

49. What is usually the furthest distance of any *ryotti* cultivation from the factory?—Three miles is the outside distance.

50. At what rate do you pay the ryots for the bundles?—At five bundles for the rupee.

51. How do you measure the bundles?—By a six-feet chain.

52. Who measures them?—We have a respectable native to measure; I forget his designation at this moment. The factory mohurir is also in attendance writing down the number of bundles brought by each ryot.

53. Is not there some difficulty or confusion, when many of the ryots come in with their bundles the same day?—They generally look sharp after their own bundles, arranging them in little circles until measured, and then the number of bundles is written down, and a receipt given to the ryot.

54. At what time of the year are the accounts squared?—Generally after the 5th or 10th of August, and we go on till every thing is settled, or we do as much as possible before the pooja in October.

55. Does the ryot generally give less produce than would cover his advance?—I have seen as much as 15 and 16 bundles said to have been cut from a beegah, but eight or nine bundles is a fair average.

56. Do you still give them further advances next year, if they are not on the right side of the account?—If the ryot's advance is covered by the produce or more, he gets credit for it in his fresh advance, and if any thing is due by the ryot, it is deducted in making fresh advances.

57. Do you resort to law to recover the balance?—No, but I have been obliged sometimes to wipe off very heavy balances due by ryots.

58. If the average yield per beegah is only nine bundles, is it safe to continue to advance?—The ryot does not get the full two rupees when there is a balance against him. He gets his advances *minus* the debt remaining against him.

59. Have you had cases in which the ryots have refused to cultivate?—Yes, they have refused to take advances, but it is generally in consequence of some undue interference with them.

60. When the lands are not yours, or you have no proprietary right therein, are you not sometimes at the mercy of the zemindars?—Yes.

61. Do

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61. Do you consider it advisable to become the malik or proprietor of the lands?—Yes, it is essentially necessary for the quiet and profitable working of an indigo factory.

62. Have you suffered much opposition from the zemindars?—Not much, as I am personally acquainted with most of them, and, as far as possible, try to keep on good terms with them.

63. Have you received any assistance from them?—I have on many occasions.

64. If you wish to cultivate, do you make the contract with the ryots or the zemindars?—With the ryots only.

65. Do you debit any other items to the ryot?—He is debited with nothing but the advances.

66. Not with stamp paper?—No, I seldom use stamp paper.

67. Nor for seed?—No, I always supplied seed free of any charge.

68. Is not seed charged for in other districts?—Seed is charged for in other districts, I believe.

69. Do you expend more time on the *nij* or the *ryotti* cultivation?—More attention is required to look after the *nij* cultivation in ploughing, and weeding in particular.

70. Do you pay wages to the ryots for ploughing?—A large extent of my *nij* cultivation is carried on by ploughs hired from the ryots at so many the rupee.

71. Did you become a *putnidar* or *ijaradar*?—I always tried to become a *putnidar* or *ijaradar*, and am so to a great extent.

72. In applying for a lease of a talook, have you been obliged to pay a heavy bonus?—I was invariably called on for a bonus to be paid down.

73. Did you find the rent demanded from you as a leaseholder more than you could fairly levy from the ryots?—For farms I have generally been obliged to advance money or give a bonus, and for a *putni* you must pay down a considerable amount. In taking farms I did not look for profit, by raising the rents or taking *salamees*.

74. Did you ever attempt to take one anna on the rupee rent for your profit as leaseholder?—I looked for the profit by the indigo out-turn and found this generally to answer well.

75. What advantage do you consider the ryot derived from this system?—The planter having got the rights of the proprietor, protects the ryots from all outside oppression, leaves him undisturbed in regard to rent, and perhaps charges none of the *bazy abwabs* so usual amongst native zemindars.

76. Are you then of opinion the ryots are better off when you have the lease than they would be under the zemindars?—I certainly do; I have always endeavoured to protect them, and believe they are better off on my factories than with the zemindars.

77. Did you find the *putni* tenure as secure as the zemindary?—The difference is the chance of being summarily sold out twice a year; it is otherwise secure, and of advantage to the planter.

78. Mr. *Fergusson.*] What was the outlay on your factories yearly?—About two lacs and 25,000 to 30,000 rupees.

79. How many factories have you?—About 40.

80. How many persons on the average to each concern?—Ahead manager, with two or three assistants under him, to each concern of six or 10 factories.

81. How many European assistants have you?—About 14 or 15 at present.

82. What is the extent of land under cultivation in your factories?—About 65,000 beegahs, both *ryotti* and *nij*.

83. Can you state the produce in indigo of so many bundles of plant?—A cake to a bundle is very good, that is to say, about five maunds to 1,000 bundles, and this is the return the planter gets for all his outlay.

84. What has been the average price of a maund for the past three years?—For the last three years, the price has been about 200 rupees, but going back some years, it has been 165 to 170 rupees. Our connexion with the indigo, as far as the planting is concerned, ends when it is sold in Calcutta.

85. *President.*] Are you aware of any considerable rise in the prices of labour and of produce near Dacca?—The rise has been very great indeed for the last three years.

86. Is not rice, especially, very high-priced?—Yes, rice is nearly double what it was five years ago; coolies, carts, and boat-hire have likewise risen.

87. Has there been any rise in the price paid for the bundles to the ryot?—There has not been any rise.

88. Have the ryots made any complaint about the price of the bundles being inadequate?—No complaints of the kind have ever reached me; but I have authorised my assistants to pay higher wages, if necessary, and to give higher remuneration for labour.

89. Can you give the price of the cartage or transport of indigo?—I give five rupees to cut and carry 100 bundles to the factory.

90. Was it the custom in your factories to fine for cattle trespass?—A fine has been inflicted occasionally, but not to any great extent; cattle trespass is a serious evil, and difficult to stop.

91. Supposing a ryot had 20 beegahs, what portion of it would he be required to sow with indigo?—I have no standard to go upon in regard to this; a ryot may have 20 beegahs and not have more than one in indigo.

92. What is the average of eligible land in 20 beegahs?—That would depend entirely on the kind of land.

93. Is sugar-cane much cultivated?—No, not to any great extent in Dacca, but more in the Mymensing district.

94. Mr. *Temple.*] Is the indigo land fit for growing other kind of crops?—Indigo land is fit for other kinds of crops.

95. *President.*] Deep rice lands would not grow indigo?—No, indigo is more confined to, and grows better on the chur lands.

96. But lands that are not entirely submerged in and after the rains would grow indigo?—Yes, but the best indigo lands are those that are submerged two or three months.

97. Are the best lands on your estates given up for indigo cultivation?—I have great difficulty in getting the best lands. The ryots take very often my zemindary lands, and are in no hurry to give them up. No man knows his interests better in this respect then a Bengalee ryot.

98. Do ryots cultivate indigo on their own account?—No, never.

99. Not for seed even in your locality?—No, not for seed.

100. Are there indigo cultivators among the zemindars?—Very few; one or two; the concerns are small, and the owners make no advances.

101. How then do they manage?—I have been told by a native, that he gets seed and gives it out to his ryots for cultivation, but the ryots are

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J. P. Wise, Esq.

18 May 1860.

not paid for the bundles; they grow a few cottahs each, more as a mark of respect and obedience.

102. Mr. *Temple.*] You have stated that the average number of bundles per beegah is nine, and that you advanced two rupees a beegah; supposing the returns were 15 or 16 bundles, would there be a gain to the ryot at the end of the year?—Yes, the ryot would be a gainer by so large a return of plant.

103. Mr. *Fergusson.*] If you made fresh advances each year, deducting from the advances made, the debt remaining due from the ryot, the time might come when the ryot would have nothing left to pay?—Yes, it might; and very large balances have besides been expunged from my books.

104. Have you known of many cases in which the ryots received a payment in cash, having produced more than their advances?—I have known of such cases, but I could not say how many on an average. When the season is favourable and the crop good, many ryots clear off all balances and have money to receive.

105. You have stated that the extent of land under cultivation in your concerns was 65,000 beegahs; what were the amount of cash advances on this?—On the *ryotti* cultivation, which is about one-third, the cash advances are about 20,000 or 25,000 rupees.

106. *President.*] Have you ever advanced for any other cultivation than indigo, and do you know of any similar system of advances being made for any other kind of cultivation?—No.

107. Mr. *Fergusson.*] Are there any advances made by any other parties for safflower?—I am not aware if such safflower is purchased as a manufactured article in the open market; I advance money to secure the preference at the market price.

108. *President.*] In the event of a good season, does a ryot share in the advantages thereof?—Yes, he does; if he gives 20 bundles, he would get two rupees over his advance.

109. In a very good season, if any particular ryot happened to produce an ordinary crop, would he benefit by the general prosperity?—No, he would only benefit by the return from his own field.

110. Mr. *Fergusson.*] This might arise from his neglect in cultivating?—Yes, from his own carelessness, or from any other circumstance, such as allowing cattle to destroy the crop, or the rise of the river to overflow it.

111. You have mentioned that most of the *ryotti* cultivation was carried on on estates other than yours; have you found that undue influence has been exercised to induce you to take leases and to pay a bonus for them?—It has induced me to make sacrifices to obtain *putnis* and farms by money advances.

112. Whatever sums you expended that way added to the cost of your operations, and virtually prevented your giving so much more to the ryots?—Undoubtedly, it did.

113. Notwithstanding the general rise for the past four or five years, which in the case of rice you have allowed to be nearly 100 per cent., have you raised the rent upon any of your ryots or farms?—No, I have not.

114. If from any causes you had to abandon indigo cultivation on your estates, could you raise the rents thereon?—I could double them.

115. Then, in consideration of indigo cultivation, you allow the ryots to hold on at the present low rates?—Yes.

116. Are the ryots aware of that fact?—No, they probably are not, but such is the fact.

117. Practically speaking, has the zemindar the right to raise the rents, and does he do so?—Yes, and he is now generally doing this in the Dacca, as well as other districts.

118. How many beegahs of cultivated land do you consider an European assistant competent to superintend?—From 400 to 500 beegahs.

119. Mr. *Temple.*] Then, if you abstain from raising the rents in consideration of indigo being cultivated, is it therefore to be understood that indigo is not as profitable to the cultivator as other crops?—It is from the expectation of its being a profitable crop to me, that I am able to treat them thus leniently.

120. Are we then to infer from this that indigo is not as profitable to ryots as other crops?—My opinion decidedly is that indigo at present is not so profitable as other crops.

121. Then, is it to be understood that any disadvantage the ryot may be subjected to by the cultivation of indigo, is made up to him by his rents not being raised?—Such would be the case with reference to my estates.

122. Then, in what is called *be-ilaka* cultivation, the ryots would not have this compensation?—No.

123. Mr. *Fergusson.*] You have stated that you gave up a good number of *ryotti* balances, and that you charged no interest?—I have given up large sums of bad balances, and I have charged no interest.

124. Then every rupee of balances you gave up, was virtually so much paid in cash to the ryots?—It is a rupee out of my pocket, for which I have got no return.

125. Mr. *Temple.*] Do you find that the expenses of the law courts and of the police add to your expenses as a planter?—Considerably so; it is a very large item.

126. Do you then consider that if the courts and police were better regulated, a further sum would be saved, which might be available to remunerate the ryots?—It would be so much money saved.

127. Can you state the circumstances under which the expenses of the law courts and the police add so greatly to your outlay?—It may be that a number of bullocks are caught amongst the indigo, and on being carried off to the thannah, they may be rescued, and the factory servants beat by the villagers. Both sides put in complaints to the magistrate, an investigation by the police takes place, and a considerable sum is spent before the matter is finished.

128. Is there any other mode in which expenses of this sort are incurred?—A robbery may take place in one of your villages; some of the factory servants may be accused, and a great number of their names brought in as defendants or witnesses, and the magistrate orders an investigation. All these things cost money, and I could give a hundred different ways of squeezing money from the planter.

129. Are you frequently obliged to call in the aid of the police to get the indigo sown?—I have had differences with zemindars, but have not often had to call for the assistance of the police to get indigo sown.

130. Mr. *Sale.*] You stated in your evidence before the Colonization Committee that it was necessary to keep up a large establishment for the protection of your property; does that refer to

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J. P. Wise, Esq.

18 May 1860.

to *lattials*?—No, I have never kept up any such establishment; I have had my godowns broken open, and have been obliged to keep *peons* to protect my property.

131. Do you consider the system of indigo cultivation as described by you, to have had a good moral effect upon the natives?—I do not think it has morally any bad effect upon them.

132. Supposing a Bengali to possess manliness of character, would the system of special indulgence, for the sake of getting a special service from him, be likely to destroy that manliness?—I cannot exactly say, but I can state that his outward circumstances appear improved. As to the effect on his moral character, I cannot venture an opinion.

133. Do you not think it would be better for a man to cultivate his own indigo and sell it in the best market?—Of course, in indigo or any thing else an open market is the best.

134. Do you think that the system of indigo cultivation at present existing is of the character as described in the last question?—If the ryot had a manlier and better moral character, and were more true to his engagements, he would cultivate his indigo crop better and protect it, and thereby benefit himself as well as the indigo planter from whom he takes advances.

135. *President.*] As you describe the system, do you think that with reference to the general rise in produce and the altered circumstances of the country, there ought to be any enhancement of the price now paid to the ryot?—I do not think it so remunerative a crop to the ryot with reference to the high prices of other crops; but it has its advantages in giving the ryots cash to a considerable amount, at a time when they are in want of money, for which cash they pay no interest, and which the planters may have to get at a large sacrifice; and I think that if the ryots were not interfered with or mischievously led to break their engagements, and if they evinced a more moral and manly character in keeping to those engagements, they might derive a profit from indigo, but not to the same extent as other produce.

136. Then you would still recommend that indigo be paid for as now at five bundles for the rupee?—I don't think it advisable for the Legislature to interfere; I would leave the capitalist and the ryots to make their own arrangements; and I would make it a misdemeanour in the ryot not fulfilling written engagements.

137. Do you think it would be a good thing if contracts were entered into for a short period, say for one, two, or three years, instead of being undefined?—No, the ryot is in a better condition now, with the power of returning his advances at the close of any season.

138. Mr. *Fergusson.*] Since you have been in Dacca, have your indigo operations brought land into cultivation and increased the revenues of Government, and tended to improve the condition of the people?—I think my operations have brought about these results to a considerable extent.

139. Baboo *Chunder Mohun Chatterjee.*] In the districts with which you are acquainted, when indigo is not sown, are not churs and waste lands brought into cultivation?—The present price of all country produce has a tendency to induce the ryots to settle and cultivate churs and all waste lands.

140. Would you mention any particulars in which the condition of the people have been improved as the result of your operations?—It appears to me that the people are better housed, better clothed, and in a more independent position in the neighbourhood of indigo factories than in more jungly parts which I have had occasion to visit.

141. Mr. *Fergusson.*] Are you aware that in other districts, the ryots are charged with stamp paper and seed, cart hire, cutting plants, and weeding, besides the advance of two rupees per beegah?—I am not aware of all these circumstances; I believe seed is charged in some concerns.

Baboo JOY CHAND PAUL CHOWDARI, of Ranaghaut in Nuddea, called in; and Examined on oath.

Baboo *J. C. P. Chowdari.*

142. *President.*] DO you possess zemindaries and indigo factories in several districts?—I had several in Nuddea, Jessore, the 24-pergunnahs, and Hooghly.

143. How many concerns had you?—Thirty-two in my own estates, and I had shares besides in nine factories of the Katgarrah concern.

144. Was your cultivation both *ryotti* and *nij*?—Yes, I had about 5,000 beegahs *nij*; and *ryotti* 28,000 beegahs in my own estates, besides 11,000 beegahs belonging to the Katgarrah concern. The *nij* in this latter was very trifling, perhaps 100 beegahs, carried on in small spots of land, from which the ryots had absconded.

145. Describe the system of making advances?—Two rupees to 2 rupees 8 annas were given per beegah. The advances were given in my own presence and in that of my superintendent. I used to remain in the Mofussil for nine months. There was no interest charged on advances. Then there was another system of advances called *shouk dadun*, or "free advances;" according to which I got six bundles for the rupee, and the ryot was not charged for any thing else; all expenses being borne by me, such as those for seed and cutting and carting; only the cost of sowing and weeding was borne by the ryot. In the usual system of advances, not "free advances," I used to get eight bundles per rupee in Hooghly and Jessore, and eight and ten bundles in Nuddea. There was, further, a third system, under which the ryot received no advances in cash, but took seed, for which he was charged at the bazar rate. I am speaking of three years ago, since which time I have done no business. The ryot was always charged for seed 10 rupees per maund, whether it cost me one rupee or 90 rupees a maund.

146. Can you mention the average rent of a beegah of land cultivated by the ryot with indigo?—About 2 rupees 8 annas to 3 rupees on the average, because the indigo was sown on tobacco lands.

147. How many seers are necessary to sow one beegah?—Country seed 4½ seers per beegah, and five seers of up-country seed, and six seers if the seed is of bad quality.

148. State the average produce in bundles, of a beegah?—It ranges from 12 to 24 bundles; the average produce would be 16 bundles.

149. Was it your custom to oblige the ryots to

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Baboo *J. C. P. Chowdari.*

18 May 1860.

weed the lands, and what was your system of agricultural operations?—Yes, twice a year. The agricultural operations are as follows: in the month of Magh (January and Febrnary) the tobacco stumps were cleared out, and the land was ploughed twice, and on the fall of the first sowing shower, the land was again twice ploughed on the same day, the seed sown, and the *mui*, or bamboo ladder, passed over the land. The next morning the *mui* was again passed over the land. After that, on the plant reaching four inches in height, the first weeding took place, and then again when the plant was one foot high; and if, in the interim, insects attacked the plant, the *bida* or harrow was passed over the land, and it was re-sown in the bare spots. Then, on the plant being ripe, the operation of cutting commenced in the evening, and was carried on till 10 at night; and early the next morning the bundles were conveyed to the factory by boats and carts.

150. Can you give the produce of 100 or 1,000 bundles?—One hundred bundles will give 24 seers, and 1,000 will give six maunds; this is the average.

151. At the time you were carrying on this business, what price did your indigo fetch?—From 160 to 350 rupees; the average was 250 rupees.

152. Did the ryots give *kabulyats*, or agreements; and, if so, were they for a term of years or for undefined periods?—The *be-ilaka* ryots, *i. e.*, those not on my estates, gave *kabulyats*; my own ryots were only entered in a book: some used to sign blank stamp papers.

153. At what time of the year were the accounts squared?—From *Kartick* to *Posh* (*i. e.*, from the middle of October to the middle of January).

154. If a ryot had anything to receive, in whose presence was he paid?—In my own presence.

155. Can you state from memory whether most ryots had anything to receive or not?—Those under the *shouk dadun* system had something to receive; others might have to receive something very trifling, two to four annas.

156. How many ploughs are to be had for the rupee in your part of the country?—Formerly we could get six, then the number was increased to 16; this was three years ago. I cannot speak of any later period.

157. Was that the market price for labour?—No; the market price was eight ploughs for the rupee.

158. Are we to understand that the rate of 16 ploughs was a forced rate?—It was; everybody took at this rate, and so did I. The accounts, which were submitted to the mercantile houses, will show this.

159. From what you have described, the ryot would appear to derive no advantage from indigo?—No; the ryots would derive no advantage therefrom.

160. Was it the custom to make fresh cash advances every season?—It was so 15 years ago.

161. How were the accounts made up at the end of the year?—Taking a case of two beegahs of *ryotti* cultivation, the advances on this would be 4 rupees; 20 seers of seed, 5 rupees; *dustoori* for the factory, 2 annas in each rupee of advances, or four annas; stamps, 4 annas; expense of carting, at six bundles a cart, and 4 annas for each cart, 1 rupee 5 annas; total, 10 rupees 13 annas.

162. Besides the above, was there any system of fines?—Sometimes for cattle trespass, 6 annas per day per head of cattle. But these fines were not entered in the accounts, being levied then and there from the ryots.

163. How are the accounts closed with the ryots?—First, all the items of expense against the ryots are added up, and then the value of the indigo is deducted therefrom, say 32 bundles on the two beegahs at eight for the rupee = 4 rupees. Thus, according to the computation given above, there would remain against the ryot a balance of 6 rupees 13 annas; that is to say, debit 10 rupees 13 annas; credit 4 rupees; difference 6 rupees 13 annas. And, besides this the ryot has to pay *dustoori* to the amlah. The amount is not fixed; it might be 8 annas or 10 annas.

164. Can you state the expenses of *nij* cultivation per beegah?—The expenses include the following items:

	Rs.	*a.*	*p.*
Plough	1	8	–
Weeding	–	6	–
Choukidary	–	6	–
Seed	1	4	–
Cutting, Carting	–	8	–
Ground rent	1	4	–
Total	*Rs.* 5	4	–

165. Were you in the habit of giving *putnis* and *ijaras*, or leases, to planters?—Yes, sometimes at the recommendation of others, and sometimes at the planters' own request.

166. Were you in the habit of taking a good price for your *putnis*, and a bonus for your leases?—When I gave *putnis* I received a *pon*, or price, and when I gave an *ijara* I received *salami*. The *pon*, or price, was from three times to four times, and one-half of the annual rental; and the *salami* was sometimes 4 annas, sometimes 8 annas, and sometimes 16 annas in the rupee; so that if I gave a lease of 5,000 rupees, I got occasionally a *salami* of 5,000 rupees.

167. Mr. *Temple.*] Were you in the habit of receiving a bonus from natives and Europeans?—When the leases were required for indigo, I took equally from natives and from Europeans.

168. But when it was not required for indigo, did you still take that rate of *salami*?—No; then I took only a little by way of *nuzzur*, or present.

169. Baboo *Chunder Mohun Chatterjee.*] When you had occasion to take leases for your own indigo purposes from others, did you then give *salami*?—I had to give as I took.

170. Mr. *Temple.*] What is the reason that a difference was made when land was required for indigo?—Because you wanted leases in order to get the ryots under your thumb.

171. Mr. *Fergusson.*] Did you ever, in any of your zemindaries, prohibit or prevent the ryots from engaging to sow on account of planters?—Yes, I did, in order to compel the planter to ask for a lease.

172. Mr. *Temple.*] Was that the only reason why you opposed the planter?—That was the only reason.

173. Did you suffer any inconvenience from your ryots cultivating indigo for the planters?—No, I did not.

174. *President.*] Were the ryots themselves at all unwilling to cultivate for the planters?—Twenty years ago the ryots were willing to cultivate indigo for the planters, but not since that date. Since then they have become unwilling.

175. What

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175. What is the cause of this?—Formerly the Calcutta houses were richer, and used to disburse more money in the mofussil. This was at the time of the Union Bank.

176. Was there any difference in the rate of advances then, compared with what it is now?—None.

177. Then how do you mean to say that the disbursements in the Mofussil were larger at the time of the Union Bank?—Because the sums charged to ryots were wiped off, and fresh advances given out every year.

178. Then if the same system were followed at the present time, would the ryots be as willing as they were then?—No, at that time a ryot with one plough was required to sow one beegah and a half, whereas now he has to sow six beegahs.

179. Then do you mean to say that the ryot is called upon to sow six beegahs instead of one, and that the aggregate cultivation has increased to that extent?—The aggregate cultivation has increased to a certain extent, and the proportion of *ryotti* has become larger than *nij abad*; that is to say, that now there is less *nij abad* and more *ryotti*.

180. If the ryot were now called upon to sow only one beegah, instead of six, would he be willing?—Yes, he might.

181. Then what is the reason why the ryot is unwilling to cultivate six beegahs as well as one and half beegah. If the cultivation were profitable for one beegah, would it not be more so for six?—The ryots cultivate a little, in order to be let alone, and because they cannot avoid it altogether, but they do as little as they can.

182. Then why was it not profitable to the ryot to sow one or two beegahs?—There is no profit at all. If the ryot is to cultivate indigo, he must give his exclusive attention to it for the whole year, to the neglect of other crops, which would give him a large profit of 50 to 100 per cent.

183. What rate per bundle do you consider would prove remunerative to the ryot?—Four bundles for the rupee under the system of *shouk dadun*.

184. Without the *shouk dadun* system, what numbers of bundles would remunerate the ryot?—Not even one bundle for the rupee would remunerate him.

185. Then do you consider that the *shouk dadun* system is necessary to satisfy the ryots?—Without the *shouk dadun*, it is not possible for them to be satisfied.

186. If the ryots have, for the last 20 years, been unwilling to sow indigo, how then have they gone on cultivating the plant up to the present time?—By numerous acts of oppression and violence, by locking them up in godowns, burning their houses, beating them, &c.

187. Baboo *Chunder Mohun Chatterjee*.] You have said that you prevented your ryots from sowing indigo to induce the planter to take *putni* and *ijara* leases from you, but did you prevent them from doing so on account of their having been ill-treated by the planters?—Yes, I have always told the planters not to practise oppression, but I was not listened to.

188. Mr. *Fergusson*.] For the sake of the *ryots*, did you ever refuse to grant a *putni*?—Now and then.

[Commission adjourned at 5-30 P. M.

Saturday, 19th May 1860.

PRESENT.

W. S. SETON-KARR, Esq., C. S., President.

Members:—R. Temple, Esq., C. S., W. F. Fergusson, Esq., Reverend J. Sale, Baboo Chunder Mohun Chatterjee.

F. L. BEAUFORT, Esq., C. S., called in; and Examined on oath.

189. *President*.] YOU have had considerable acquaintance with indigo planting in Pubna and Jessore?—I have, as a magistrate, had opportunities of observing the system of indigo planting in those districts.

190. You have had opportunities of seeing how the law works towards the planters, ryots, and zemindars?—Yes.

191. You have had occasionally to interfere in quarrels between planters, zemindars, and ryots?—Yes, very often.

192. Can you give the classes of cases in which your interference was sought?—It was sought in cases where zemindars complained against planters for forcing cultivation in *be-ilaka* villages; in other cases where planters complained of zemindars for interfering with their cultivation in their *ilaka* villages; and also in various classes of disputes between planters and ryots regarding the cultivation of indigo.

193. In the first class of cases, did you find the ryots siding with the zemindars?—It was difficult to judge, as ryots generally are under the influence of zemindars; in fact, you can rarely know the real feeling of the ryot when brought into court; he then often speaks just as he is told.

194. Did you infer that some time before the disputes, ryots of *be-ilaka* villages had taken advances willingly?—Yes, generally.

195. When the disputes fairly came on, was it not difficult to judge of the ryots' real feeling, or

Baboo *J. C. P. Chowdari.*

18 May 1860.

F. L. Beaufort, Esq., C. S.

19 May 1860.

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F. L. Beaufort, Esq., C. S.

19 May 1860.

how they would have acted had they been left alone?—When the case came on before the magistrate, the ryots knew what to say; but when a sudden stoppage took place in cultivation which had been carried on regularly before, I referred it to the influence of the zemindars. I believe there can be no doubt of the fact that the ryots formerly took advances willingly.

196. Mr. *Fergusson.*] Can you define any period when the alteration in the willingness to take advances took place?—I don't think you can reduce it to a particular year. It has grown gradually.

197. Mr. *Temple.*] The Commission has been informed that the change took place since the breaking up of the Union Bank; that is, since less money circulated in the Mofussil. Are you aware of any change about that time?—I first went to Jessore about the time of the failure of the Union Bank, and therefore, from my personal experience, I have no means of contrasting the state of things before and after that period. I have no reason to believe that the failure of the Union Bank produced any change.

198. When you first went to Jessore, were the ryots willing to cultivate indigo?—Generally speaking they were perfectly willing, as far as I saw. There were cases where the zemindars did interfere with the cultivation of planters.

199. *President.*] You have mentioned a class of cases where zemindars encroached on planters, can you give an idea of these cases, as to how this interference was exercised by the zemindars?—The cases were most numerous in regard to *beilaka* villages, not to *ilaka* villages. When a zemindar and planter quarrelled, the zemindar endeavoured to obstruct the cultivation of indigo.

200. Do you consider it very expedient for the planters to get a talook or proprietary right if he can get it?—Undoubtedly.

201. Can you state your opinion as to the facilities existing for the acquirement of such rights?—It depends on the character of the zemindar. Most zemindars have an aversion to give up their authority and influence in a village by leasing it out to anybody; others are influenced by other motives. In Jessore a very large portion of the district was held by Ramrutton Roy, who was himself a large indigo cultivator, and was specially averse, probably on that account, to grant leases to others.

202. Then I suppose it required considerable pecuniary inducement for a zemindar to grant a *putni* lease?—Generally; but I should add that I have on several occasions effected arrangements between planter and zemiudar, and found that the terms of the latter were not on the whole unfair.

203. Mr. *Temple.*] Have you any reason to believe that the zemindars troubled the planters with a view to compel them to get a lease, and to pay bonuses?—I cannot recollect any particular case in which that motive was traced out, but in some cases doubtless it had influence.

204. Do you know of cases in which the zemindars troubled the planter before the lease was taken, and then when a bonus was paid and the lease given, the result was subsequent quiet?—When a zemindar and planter quarrelled, numerous complaints of all kinds were laid before a magistrate. In such a case I found it beneficial to bring the planter and zemindar together, and to induce them to come to terms; the result of such a settlement was, usually, a lease of the village in which the planter cultivated indigo. Usually in such a settlement the bonus would be given to the zemindar in the form of an agreement to realise large nominal balances in the villages; the planter paying that amount in cash down, or, soon after, by instalments.

205. Do you know of any instances in which the planter recovered such balances?—I have known cases in which planters have recovered a portion, but I have no doubt that the greater portion was irrecoverable.

206. Have you any reason to suppose that the planter, on obtaining the lease, remitted these balances to the ryots on condition that they would cultivate indigo?—I have no means of answering that question. After a settlement was made, there was no need to bring further complaints before a magistrate.

207. Were the zemindars generally anxious or the reverse that the planter should take leases?—In ordinary cases I should say the zemiudar was averse to giving a lease; but there are peculiar circumstances attending certain estates which made zemindars willing to get a planter to take the lease. Both zemindars and ryots trade on the personal influence of an Englishman in the Mofussil. If one zemindar has a dispute with another, he desires to have an Englishman to back him. If ryots disagree with the landlord, they are glad to have an Englishman to support them. In some cases a zemindar may be anxious to be an absentee proprietor, or he may have other private reasons, which would induce him to give a lease.

208. Mr. *Fergusson.*] Since you first went to Jessore did Ramrutton Roy increase in territorial influence?—I am not aware that he acquired any large additions to his landed property.

209. Was it not generally understood that he systematically opposed indigo planting with a view to extract bonuses?—I don't what was generally understood; but the impression on my mind was that such may have been one of the motives which influenced him.

210. Did he purchase large properties, or shares in other property, in your time?—I don't remember.

211. Was it not the case that when Ramrutton Roy had any influence, planters were oppressed until they came to his terms?—Usually.

212. Mr. *Temple.*] Had Ramrutton Roy many such transactions with planters?—Yes, a great many.

213. In those transactions did he secure a bonus or other such advantage?—He always secured certain advantages.

214. Could you say what those advantages were?—It was not always easy to know what the advantages were, but having the power in his hands no doubt he secured certain advantages. Generally a cash payment was one of the terms of the settlement.

215. Mr. *Fergusson.*] Has the practice of planters taking *putnis* and leases in these districts increased or decreased in your time?—As far as my experience goes, planters have always been anxious to increase their landed property, and have done so when they had the opportunity; and though I have no data on which to go, my general impression is, that the landed property of planters has been generally extended.

216. Baboo *Chunder Mohun Chatterjee.*] Do you not know that affrays take place between zemindars and planters if the zemindars refuse to give

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give a lease to the planter?—When a planter endeavoured to extend his cultivation into villages where he has no lease, an affray was often the consequence.

217. Don't you think that was the cause of affrays with the planters and Ramrutton Roy, and zemindars of influence?—There may have been cases, but they were unusual, as far as I could judge. In fact, most of the concerns had balances in many villages in which they recently had had no cultivation, and therefore it was not easy for a magistrate to tell whether the planter was endeavouring to extend his cultivation, or to work on old balances.

218. Do the magistrates ever persuade or insist on zemindars to give leases to planters of their zemindaries, talooks, or villages?—I never heard of any case in which a magistrate ever insisted on such a lease, but I have myself in many instances obtained a settlement of long standing disputes by persuading the zemindars to create a lease in favour of the planter.

219. Mr. *Fergusson.*] Did you think that the interest of the ryots was improved or otherwise by such an arrangement?—The interest of the ryot always suffers when the zemindar and planter quarrel; therefore it always improves by the amicable settlement of their disputes.

220. *President.*] When a planter had acquired a permanent or temporary right in the lands, were you often called on to adjudicate in cases between him and his ryots, or to interfere in any way?—Scarcely ever.

221. Then you consider that once a dispute was terminated between planter and zemindar, things went on smoothly?—In such cases the creation of the lease did away with the cause of dispute, and once the planter got the *ilaka* of a village, he made his own terms with the ryots, and then disputes were very rare.

222. Had you many complaints in or out of court from ryots of villages, held by planters, that the cultivation of indigo was very irksome and burdensome?—The cultivation of indigo is less profitable to the ryots than the cultivation of other crops; therefore the ryots will not cultivate indigo, unless they receive advantages in other ways to compensate for such comparative loss.

223. Are you in a position to say why indigo cultivation is less profitable?—I understand that the indigo crop is a very precarious one.

224. Then is it your opinion that if left to themselves, the ryots would not cultivate indigo?—Undoubtedly, unless other advantages be offered in connexion with the cultivation.

225. Can you give us any general idea what those advantages are?—A ryot derives advantage in the cultivation of indigo by having in the planter a master or protector; he obtains loans from the factories when he is in difficulties. The loans are not directly connected with the advances, and are not charged with interest. If his cattle die, he gets a present from the planter, with which he may buy new cattle. He gets many little helps from the factory in the way of medicines, education for his children, &c., and, generally speaking, he acquires a friend who will support him against the oppression of others. That is the case with the good planter; I don't mean to say that it is so with all planters.

226. Then you consider the prospect of these advantages sufficient to counterbalance his dislike to a cultivation which you have admitted to be precarious and not profitable?—Yes, it is worth the while of the ryot to give up a portion of his cultivation to indigo, in order that he may have the planter for his protector.

227. Mr. *Sale.*] Do you not think that a good zemindar would do the same and help the ryots in all these modes which you have described?—No doubt; in my former answer, I was not contrasting the zemindar and the planter.

228. Suppose that an European took land for zemindary purposes only, would he not show the same kindness to the ryots as a European planter?—I presume so.

229. *President.*] Were you aware in the Mofussil of any general attempt by planters to increase indigo cultivation, and require two beegahs where only one was sown before?—No, of late years the extent of indigo cultivation has been on the decrease rather than increase, as far as I am aware.

230. Mr. *Temple.*] In estates where the planter has acquired the *status* of a zemindar, does he take less rent than would otherwise be taken from the ryots generally, in consideration of their sowing a portion of their lands with indigo?—I believe that that is the case usually.

231. Can you tell to what extent the rent would thus be virtually lowered?—The object of a planter is not to make money by his lease; he would be well content if he collected from the ryots the amount he has to pay to the zemindar. The object of the zemindar is frequently to collect as much as he can. Therefore, it is impossible to say how much the rents of the ryots would be lessened by a lease to the planter.

232. *President.*] But do you think the planter would ever take less than a zemindar would have taken, had he not given the planter a lease?—I should say so, not from knowledge of individual cases of what planters have collected from ryots, but because I know that the object of the planter is to keep on good terms with the ryots, and therefore he never desires to rack-rent them.

233. And you think it certain, or tolerably certain, that the indigo planter would not attempt to enhance the rates?—Yes, in those villages in which he desires to cultivate indigo.

234. Mr. *Temple.*] Within your knowledge, and generally speaking, do the planters offer protection and other collateral advantages to the ryots, to a greater extent than native zemindars would do?—Yes, a zemindar does not care to keep on good terms with any individual ryot, while that is the object of the planter.

235. You have stated that the indigo crop is precarious; is that so everywhere, or only in certain districts?—In those districts with which I am personally acquainted, *i. e.*, Jessore and Pubna.

236. Why is the crop so precarious in those districts?—Because it depends on the fall of rain, and the rise of the rivers; the showers of rain in those districts are very uncertain. I have known of one instance where no rain fell from October to June.

237. Were there any spring sowings that year?—Yes, there were spring sowings, but very late ones, after the rains fell.

238. Mr. *Fergusson.*] Practically, are the ryots in Bengal tenants at will?—No doubt they are, practically.

239. And the landlord has the power practically to enhance the rent as far as the ryot can bear it?—I should say very often, because it is seldom worth the while of the ryot to oppose the landlord.

240. *President.*]

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F. L. Beaufort, Esq., C. S.

19 May 1860.

240. *President.*] Are there not frequent cases of decided opposition to enhancement of rents on the part of the ryots when brought into court by the zemindar?—Yes, very frequently. I am speaking of the time before Act X. of 1859 was passed.

241. And even before that Act, have you not heard of cases where the ryots stood out in civil suits against the zemindars who wished to enhance rent?—Yes, there were always many such suits.

242. You have proposed to re-enact part of Section 3, Regulation V., 1830, which had been abolished by Act XVI. of 1835?—Yes.

243. Would you explain the reasons and circumstances under which you made that proposal?—When Mr. Halliday, the late Lieutenant Governor, came up to Pubna in 1854, we had a good deal of conversation about indigo planting, and I explained to him then my opinion that that law ought to be re-enacted for the benefit of planters. He desired me to make a representation on the subject, and that is the report to which allusion is made.

244. Will you state the reasons why you considered the re-enactment of that law desirable?—The chief reason why I think that the passing of such law is desirable, is that the nature of the contract between a planter and a ryot is peculiar, and that a planter now has no sufficient remedy in case of a breach of the contract; the only remedy now is a suit in a civil court, and the result of such a suit would, in the great majority of cases, be an additional loss to the planter in the payment of costs without any positive advantage. Another reason is, that the cultivation of indigo is of a peculiar nature. It is absolutely necessary that the cultivator should sow the lands immediately after a fall of rain; if he loses that opportunity, perhaps he loses the whole crop of the year. It seems to me therefore requisite, that the ryot should be induced to take advantage of such opportunity by the fear of incurring some greater punishment than having to defend a regular suit. I think, also, that the cultivation of indigo is clearly a material general advantage to the country, and that it ought to be encouraged by all means that are not unfair to the ryots and proprietors of lands.

245. At the time you made the proposal for this re-enactment, you were not probably aware of the precise reasons for which the law, having been tried, was found inexpedient, and was rescinded?—No, I never saw the correspondence which led to the law being repealed; but I have given the reasons in my report which led me to believe that that law had produced no bad results. (Para. 5, page 28, Part I. of the Selection from the Records on Indigo Planting.)

246. Before you made that proposal, had you many complaints from planters that the ryots were in the habit of wilfully breaking their contracts?—That is the usual complaint of all planters, that ryots endeavour to evade their contracts after having received advances.

247. Were you aware of the precise form in which those contracts were drawn up, that is, were they for a certain term, or for undefined periods?—Generally speaking, contracts are for one year only, but I have known of cases where the period extended over more than one year; I never knew a case in which the period was left indefinite.

248. Mr. *Temple.*] Are the cases in which the contract is for a term exceeding one year, rare or frequent?—I have not a very clear remembrance of the proportion which one class bears to the other, but I should say the annual contracts are more frequent.

249. *President.*] Then, had you reason to believe that in the cases of annual contracts the accounts were regularly squared yearly, and that the ryot then entered into a fresh contract?—My belief is, that in such cases the accounts of ryots were made up yearly; but I have no personal knowledge of the internal working of indigo factories.

250. Mr. *Temple.*] Would that still more be the case in regard to contracts for terms exceeding one year?—That I am not able to answer, as I have only a general impression of the customs of indigo concerns.

251. *President.*] Then you have no reason to believe that whether the contract was for one year or a term of years, the ryot was other than a free agent?—My belief is that, generally, ryots enter willingly into indigo contracts.

252. Mr. *Temple.*] Have you known of any instances in which the ryots have been coerced, directly or indirectly, by the planter, to enter into contracts to sow indigo?—I have often heard cases spoken of, but I do not remember a single instance in which such coercion was proved before me as a magistrate.

253. Were formal complaints ever made before you by ryots or zemindars of such coercion having been used?—I have no doubt of such complaints having been made, but I cannot speak to individual cases.

254. You have mentioned that generally the accounts of the ryots with the planters were settled annually; in what way were these settlements made?—I have understood that the ryots went to the factory at the end of the manufacturing year, and that an adjustment of the accounts was then made.

255. In the event of a balance appearing against the ryot, how would that be recorded?—I apprehend that in most cases it remained as a balance, and was retained in the books of the factory.

256. Would the ryot, notwithstanding this balance, receive the full amount of advance for the next year?—I believe that that would depend upon circumstances. In villages in which the planter had no *ilaka*, he would, as I understand, never omit to pay cash advances to ryots; in his own villages there would be a more general adjustment of the two sides of the account, which would include the advances; and I should have drawn that distinction in my answer to the previous question.

257. You have stated that the ryot might be induced to evade fulfilment of his contract by the fear of some punishment greater than that of being cast in a civil suit at the instance of the planter; what is the nature of that greater punishment?—That answer was given with reference to the re-enactment of the old law, in which the punishment was imprisonment for one month, which is the punishment for breaches of contract laid down by Regulation VII., 1819.

258. Do the zemindars ever instigate the ryots to break their contracts?—I have no doubt they often do so.

259. Do you know of any reason which induces them to do so?—No reason in individual cases; the reasons are to be found in those causes of which we were talking some time ago.

260. Do

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260. Do you know whether the ryots take advances from planters, in order to pay rents to the zemindars?—The reason at which the planter usually makes his advances is, that in which the largest *kist* or instalment of the year is under collection, and it is also the time when the ryots want money to expend on their poojas. With reference to these objects, ryots are always glad at that time to obtain cash.

261. In reference to your opinion, that the cultivation of indigo is of material advantage to the country, in what way do you consider that that advantage accrues?—The two great advantages are—First. That you have a number of Englishmen scattered over the Mofussil. Second. That the general commerce of the country is benefited by the large outlay of indigo concerns. With reference to the expenditure of money, I remember when I was at Pubna, making inquiries regarding the flux and reflux of money in the district, the result of those inquiries was very unsatisfactory, because, though I discovered that large sums of money found their way into the district, I was unable to ascertain the means by which they passed out of it; and I was led to the conclusion that it was dissipated in small sums, by which the poorer classes benefited. The larger portion of the money was cash imported by indigo planters.

262. What other crops are cultivated in the Pubna and Jessore districts?—Most of the cereals, jute, mulberry, &c.

263. Are the more valuable crops, such as sugar-cane, cotton, and tobacco, largely cultivated?—Sugar-cane is not largely cultivated, because they have the date cultivation; tobacco and cotton are not largely cultivated, because the soil is unfit for them.

264. Then is not the cultivation of indigo beneficial, as contributing to prevent the over-production of cereals, and to prevent the markets being glutted with such articles as rice, jute, and the like?—I have no reason to believe that if all the land now sown with indigo were given up to such crops, there would be any over-production; but indigo cultivation is of use in this way, that it occupies some descriptions of land which are scarcely fit for other crops.

265. Baboo *Chunder Mohun Chatterjee.*] You mean only chur-lands?—Generally.

266. Mr. *Temple.*] On the whole, do you consider that the people generally, and the ryots in particular, in the Jessore and Pubna districts, benefit materially by the existence of indigo concerns in those districts?—On the whole, that is my decided opinion.

267. Does that benefit exist up to the present time in those distaicts, as much as ever?—As far as I know, it does. The benefit which I ascribe to Englishmen living in the district still of course remains; but of late years the ryot has become richer, and is less dependent on adventitious assistance.

268. Can you mention any symptoms of improvement observable in the external condition of the ryots in those districts?—Generally speaking, I did observe improvements in Jessore while I was there; that is observable in the general style in which the ryot lived, the better clothes that he wore, the improvement of his food, and probably the superiority of his thatch. During the time that I was magistrate of Jessore, the ryots began to realise more largely the profits arising from the date cultivation; consequent upon that, there was every perceptible improvement in the condition of the ryot; and in many villages which had been small and poor, large homesteads crept up and the ryots got fat.

269. Were those ryots who cultivated indigo better off than, or as well off as, or worse off than other ryots generally?—Quite as well off, and in many places better off.

270. Have you ever known instances in which indigo ryots have been worse off than other ryots?—I have known instances where the ryots have been so much harassed by the quarrels regarding indigo between planters and zemindars, or planters and planters, and have suffered so much in house and property, that they have left the village. I have known other cases in which the oppression of the planter has nearly depopulated a large tract of country; but as I have also known cases in which ryots have suffered similarly from the zemindars, I cannot say that the one set of ryots is worse off than the other.

271. On the whole, were instances of such oppression on the part of the planters rare or frequent?—Very rare, of course, because they are suicidal in their effects.

272. Has the ryot, of late, within your knowledge, become unwilling to cultivate indigo, more so than he was before?—I have no personal knowledge of the state of things within the last five years.

273. Can you form any idea of what might be practically done to render the cultivation of indigo more profitable to the ryots; that is, by the planters?—My belief is that the disinclination of the ryots to cultivate indigo now, is because the crop is unproductive; it is, as I said before, precarious, and therefore on the average it does not yield profit. Any steps therefore which a planter might adopt to ensure more secure profit would have that effect. My general opinion is, that hitherto the planter has taken upon himself too little of the risk, and left too much of the risk to the ryot.

274. Can you mention what precise arrangement the planter might make to reduce the risk of the ryot?—In the case of almost any other crop the ryot can reckon with almost certainty on some profit; in the case of indigo it might occur, but in bad years it very often occurs that the crop yields no profit at all. Therefore it is necessary the planter should make arrangements which would ensure to the ryot an equal average profit to what he would receive from the cultivation of other crops. I have not sufficient acquaintance with the management and working of an indigo concern to suggest the nature of the arrangements which would produce that effect; but I have no doubt that the object could be obtained by settlement by the planter independently of the mere payment of cash advances, and of the price of the plant produced at the vats.

275. *President.*] You have mentioned date cultivation having largely increased in Jessore; it is carried on without advances, is it not?—I never heard of any advances being made, nor would the nature of the crop admit of such; but the ryot is at liberty to sell the produce in the best market he can find.

276. Baboo *Chunder Mohun Chatterjee.*] Don't you think that many ryots would be thankful to pay off in cash the amount of balances due against them in the factory books to get out of the planters' hands?—I think there are many cases in which an old balance standing against a

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F. L. Beaufort, Esq., c. s.

19 May 1860.

ryot's name may serve as an inducement to that ryot to take fresh advances, and I believe that in some such cases a ryot would willingly pay the balance in order to take his name out of the books if the planter would receive the money.

277. Mr. *Temple.*] But could not the ryot in such a case obtain remedy in a court of law, that is, supposing him to be in a position to pay the money?—There is a special law which gives the remedy to the ryot. I think it is the latter part of Regulation V. 1830, which gives the ryot the power of going into court and demanding an account, but I have known very few cases in which this law has been put in force.

278. Can you tell me what prevents the ryots from availing themselves of this law, supposing them anxious to get out of the hands of the planters, and able to pay the money?—There are several causes. When he is not too poor, a ryot is usually exceedingly disinclined to part with his cash, but in most cases in which his old balances exist, the nominal account has run on so many years that he cannot afford to pay off the whole sum demanded, and he has no means of disproving the claim to the whole amount.

279. Mr. *Sale.*] Is it not very difficult for a poor man to get justice in the Mofussil courts?—Certainly not; quite the contrary. It is always difficult for a poor man to get justice against a rich man all over the world, but it is not more difficult for the poor to get justice in the Mofussil courts than in courts elsewhere.

280. Mr. *Temple.*] If a ryot were able and willing to pay the balance against him, and were to sue the planter for release from the whole transaction under the summary law, would he have any special trouble or difficulty in obtaining justice?—No, he would have no special trouble, because, as far as I remember, the law is a summary law, and the process of putting it in force is simple and cheap, but he would find great difficulty in disproving any portion of the claim made against him, and therefore it would not be worth his while to go into court unless he were prepared to pay the whole of the demand.

281. Mr. *Sale.*] Have you any knowledge of the practice of the planters in the districts with which you are acquainted, forbidding their ryots from going into a court of justice?—I have known cases in which planters have forbidden their ryots to go to the regular courts for the adjustment of disputes between themselves and other ryots, but of course that would not apply to cases in which the ryot makes up his mind to oppose the planter, because then he is prepared to brave the effects of the planter's anger.

282. You don't know, then, of any general custom or rule of this kind?—No.

283. Mr. *Fergusson.*] You know that the planters generally decide disputes between their ryots which are referred to them, and hold manorial courts?—Yes, I believe every planter devotes a portion of every day to hearing and adjusting disputes brought before him by his ryots.

284. Have you objected to such a practice as a magistrate?—No, never.

285. Mr. *Temple.*] In reference to the proportion of risk to be borne by the planter and ryot respectively, do you consider that the profits of a ryot, in what is called a bumper season, make up for his losses in a defective season?—Usually it has done so hitherto, with the exception of recent years, in which there has been a succession of bad seasons in Jessore.

286. Do you consider that if by any arrangement between the ryot and planter, the ryot was secured from risk of loss, he would be willing to sow indigo?—I know no reason why he should not.

287. If by such arrangement a moderate profit could be secured, would he then be anxious to cultivate indigo?—The cultivation of indigo is certainly not more difficult than other crops, and does not entail more labour; in some cases it is more easy, consequently there is no reason why he should not be glad to cultivate it.

288. Can you form any idea of what remuneration ought to be ensured to the ryot in order to make him willing to cultivate indigo?—I can give no precise reply.

289. Can you suggest any special improvement in the law which would improve the relation between ryots and planters, and make the former more willing to cultivate indigo, of course in addition to the alteration suggested in your Report of 1854?—I don't remember anything at this moment to which I have not adverted in that Report.

290. Mr. *Sale.*] Is it your opinion that the ryots seek advances with the intention of breaking their contracts?—I believe that in the great majority of cases ryots intend to fulfil their contracts when they take advances, but on the other hand I have known many cases in which I had reason to believe that the ryots had taken advances without any such intention.

291. What do you consider to be the cause of a ryot taking advances, intending all the time to break his contract?—It may be the fraud of the individual. It often is the case that a zemindar is not averse to the ryots taking advances, but is unwilling that he should work them out.

292. Mr. *Temple.*] What advantage would it be to a zemindar that the ryot should not work out his advances?—The solid advantage to a zemindar is, that the ryots cultivate other crops which produce greater profits in the land which would have been given up to indigo, the profits of which are pocketed by the planter; and when the ryots have only taken their advances, as much pecuniary profit has gone into the village as would probably go there if the contracts were fulfilled.

293. Mr. *Sale.*] If it is believed that under the fear of the zemindar, or the pressure of poverty, in the majority of cases the ryot fails to fulfil his contract, is it just or wise to treat him as a criminal?—I have always understood that crime is not justified by compulsion or the influence of others. There is a great difference between punishing a man for breach of contract and treating him as a criminal.

294. Mr. *Fergusson.*] Is it not according to the laws of England that in special trades, breaches of contract of service or otherwise are punished as a misdemeanor by magistrates?—I believe it is so in cases when the relation between the parties is that of master and servant, but in this country there is a special law which gives the magistrate power to award punishment for breach of contract when the relation is not so confined.

295. *President.*] Do you consider the case of master and servant parallel to that of the ryot who contracts and the planter who advances money?—Setting aside the usual use of words, I should say very nearly so.

296. Mr. *Sale.*] In one of your previous answers you stated that a month's imprisonment was sufficient

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sufficient to deter ryots from breaking their contracts; are you aware that ryots are now undergoing more than a month's imprisonment rather than sow indigo?—I have no knowledge of what is going on now beyond what I derive from the newspapers, but I believe that a ryot may be induced to undergo a much longer term of imprisonment than one month when the influence of others is exerted over him.

297. So far as you have observed the moral effect of indigo planting in Bengal, do you consider that effect to be good?—I don't know that I ever considered it in that point of view, but anything that leads to quarrels has a deteriorating effect.

298. Mr. *Temple.*] In so far forth as indigo planting does not lead to quarrels, do you see anything in the system that has a morally deteriorating effect on the ryot?—Independently of quarrels and their consequences, I don't know any other way in which the system would have a bad moral effect.

299. Do you consider that there is anything in the condition of the police or the criminal law which operates injuriously on the interests of indigo planting or of indigo planters?—I am not aware that there is any peculiar defect in the law or the system of police which affects indigo planting more particularly than any other trade; but I have known indigo concerns expend very large sums of money in law expenses; for instance, I know that one concern spent 24,000 rupees in one year in law suits of all kinds, and, no doubt, when such expenses are incurred the profits are virtually decreased. But, generally speaking, the gross amount expended in prosecuting cases before the police and the courts of the magistrates does not bear any large proportion to the general outlay of the concern.

300. Considering that the indigo crop is very precarious, that any failure on the part of the ryot to sow immediately after a fall of rain would endanger the crop, that ryots are apt occasionally to fail in such sowing, that on account of such disputes police assistance has sometimes to be called in; that, in order to ensure the prompt fulfilment of such contract, criminal process is, in your opinion, necessary; do you consider that indigo planting would be peculiarly liable to be affected more than other kinds of cultivation by any defect that might be existing in the police administration?—I should say that the main interest of indigo planting is more liable to be affected by a corrupt police than any other cultivation, on account of the reasons mentioned in the question. No doubt a bad planter would occasionally find his advantage in the corruption of the police. But to one who carries on his business honestly, a good police is a material benefit, and a corrupt police might lead to his ruin.

301. Could you say the same of any person, European or native, connected with the raising of any other products besides indigo?—There is no cultivation more extended, or on which more capital is expended, than that of indigo, and there is no other system of cultivation which can be referred to as parallel to that of indigo. I have no hesitation in saying that the interests of planting depend materially on a good police.

302. Mr. *Fergusson.*] Is it the custom or practice that the contract of a ryot with a planter is personal to the ryot, or descends on his death to his heirs, if the heirs take up the tenure which he held?—In practice, I believe, that these contracts are supposed to descend from father to son, but, of course, such an idea would not be allowed in any court.

303. Mr. *Temple.*] Do you think such inheritance of liability is ever practically enforced by the planter against the ryots?—Practically, I have no doubt the planter holds it *in terrorem* over the ryot.

304. *President.*] Is it not practically the case that the son sows because the father has sown before him, leaving unliquidated balances?—The practical effect is, that the son sows because he believes that he is responsible for his father's debts.

305. Mr. *Fergusson.*] If a son adopts the tenure and takes the property, would he be liable in law for the debts?—A son is liable for the proved debts of the father to the extent of the value of the property which he obtained by the succession.

306. *President.*] Have you not found great assistance from planters in making roads?—Undoubtedly, they have assisted me in funds, and in the superintendence of the construction of roads and bridges.

307. Mr. *Temple.*] Have you received assistance from the planters in managing the districts?—I have received great assistance from many planters in various ways in connexion with the administration of the police.

[Commission adjourned at 5.30 P. M.

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Monday, 21*st May* 1860.

PRESENT:

W. S. SETON-KARR, Esq., C. S., President.

Members:—R. Temple, Esq., C. S., W. F. Fergusson, Esq., Reverend J. Sale, Baboo Chunder Mohun Chatterjee.

W. G. ROSE, Esq., called in, and examined on oath.

W. G. Rose, Esq. 21 May 1860.

308. *President.*] WILL you inform the Commission in what districts you have had experience as an indigo planter?—In Moorshedabad for the last 32 years on my own account, and in silk for the last 22 years; during that time I have managed factories on account of other persons in Jessore and Kishnaghur.

309. Will you state broadly your system in your own factory?—My own system is *nij* cultivation to the extent of 7,000 beegahs. I hold the lands in my own zemindary, in my own *putni* talook, and in *mourusi* potta, and some lands with no potta. I cultivate these lands by my own work-people, and my own ploughs, and I hire ploughs from the villagers when I require them. I have 250 ploughs, and about 700 bullocks.

310. Will you inform the Commission in detail, of the expense of your cultivation per beegah, including all charges?—Of these 7,000 beegahs I do not cultivate more than 6,000 with indigo. The expenses are from four rupees eight annas to five rupees per beegah, consisting of ploughing, sowing, weeding, cutting, manufacturing, and rents. My out-turn was on an average for 25 years 225 maunds. Three hundred of the other 1,000 beegahs I had in mulberry, and the other 700 beegahs in *kor*, or thatching, grass lands, and grass for cattle. I cultivate no rice; sometimes I sow cold weather crops with indigo, *i. e.*, I sow cold weather crops with my October indigo, and lands that are not sown in October I keep ploughing till I sow indigo in the spring. I keep from 300 to 350 *boona* coolies, and of course am obliged to keep choukidars and other servants to look after the cultivation.

311. Could you give the Commission the details of the remuneration of labour?—I pay my *boona* coolies from two to three rupees a month, and sometimes I have occasion to hire *desi* or local coolies from the village, who receive the same rate of remuneration; ploughs I hire at nine and 10 per rupee according to the time of the year; day labourers are also paid at the same rate.

312. Do you keep sowing the same lands every year with indigo, or do you try rotation?—I keep sowing the same lands every year with indigo, for this reason: my lands are chur-lands, and go mostly under water every year.

313. Do you give your *boona* coolies any hutting?—I give my coolies huts rent-free, and each man about a beegah of land for his own cultivation; and I allow them to keep cattle, goats, &c., to graze on my lands.

314. Are you aware of any considerable rise in the price of labour and food?—There has been a little in labour, and a very great rise in that of food, particularly rice; I have been obliged to raise my rates a little.

315. Do you consider you can get out of your *boona* coolies and ploughmen a good day's labour?—Yes, I can, if they are properly looked after, *i. e.*, if their work is given to them *ticka*, or by the job, early in the morning, they will do it well and quickly, but there must be supervision. I have an amin and a burkundaz in each field for this purpose. I have only six amins for the 6,000 beegahs.

316. Do you consider it absolutely essential that the fields you sow with indigo in spring, should have remained fallow previously?—Yes, I invariably do so. I prefer to keep cultivating my lands to sowing them with cold weather crops.

317. In which department of cultivation did you find good supervision most necessary, in ploughing or weeding?—There must be good supervision in both ploughing and weeding; there is a great deal of weeding on chur-lands.

318. Could you extend your *nij* cultivation?—I could; but I should be obliged to rent high lands, which are very expensive to cultivate; my factory is Ramnagur on the Bhagirutti, in Moorshedabad.

319. Mr. *Temple.*] If chur-lands grow up in the neighbourhood, would you bring them under indigo cultivation?—Yes, provided the land were suitable; and most chur-land is suitable.

320. *President.*] You have stated that you hold the rights of the talookdar, have you also obtained the tenant or *jote* right?—I held the tenant right before I held the zemindary.

321. As *jotedar*, had you under tenants; and what are the local terms?—Occasionally. I have still under me the ryots known as *koorfa*.

322. Had you much difficulty in obtaining the talookdari rights?—I had to wait for an opportunity to negotiate for the purchase.

323. Were you called on to give bonuses?—I had to pay consideration money in all cases; it was light, not heavy.

324. Could you state how you got possession of the *jote* or tenant rights previous to the estate?—The *jote* lands belonged to the factory 20 or 30 years before I had it, that is, perhaps, 50 or 60 years ago.

325. When you were still only a *jotedar*, was any undue pressure exercised on you, with a view to the enhancement of rent?—Zemindars tried to exact a higher rate of rent than they were entitled to, and I was sued for the rent of lands not belonging

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longing to their zemindary. They would not often try me in court, but they obstructed indigo cultivation, that is to say, they sent *lattials*. They did not let loose cattle on my fields, *i.e.* the zemindars did not, but that was an every day occurrence by ryots; I did not submit to the exactions of the zemindars, and have been successful generally both in court and out of it, save in one particular case. In that case, lands that I had held for 25 years from one zemindar were decreed to another, *i.e.* the zemindary right was decreed to another zemindar, and in the course of the case the revenue survey was set aside, and I was ordered to pay rent to the judgment-holder or *decreedar*, by the court, from the date of the institution of the suit, which was about seven years. Having already paid the rents to the person whom I had always dealt with as the proprietor, I took every step I could and pleaded the Statute of Limitation, but without effect. The contest between the two zemindars was not a family contest, but a dispute about the line and boundary. Putting this aside, I have generally been successful in resisting encroachments or exactions, and have for the last 25 years not had above 10 cases in all the courts, revenue, civil, or criminal, connected with the Ramnagur factory. I believe my servants were fined only once, and that was for taking possession of my own lands decreed to me under Act IV of 1840; my servants turned the tenants out, and they were fined by the same magistrate who decreed over the lands to me. I recollect another case in which my servants were fined for thrashing a police peon, he never having thrashed the peon. I have never been fined myself in any court; I have had very little to say to the police on my own factories.

326. Could you state what is the rental of your *nij* lands?—From eight to twelve annas a beegah.

327. Baboo *Chunder Mohun Chatterjee.*] Will you state what increase you have given to your labourers?—Whereas I was in the habit of getting 16 coolies per rupee, I am now obliged sometimes to take only eight.

328. Since when was this increase given them?—This last year.

329. Mr. *Temple.*] Supposing the cost of cultivation per beegah is *Rs.* 4. 8 *a.*, minus 12 annas for rent, could you say what proportion of five rupees went for labour?—I could not say without going into minute calculation. I get something from the sale of *kor* thatching grass, fisheries, and grass indigo lands, say 2,000 rupees a year.

330. Mr. *Fergusson.*] Is the whole of the cultivation of Ramnaghur *nij*?—At present the whole.

331. What is the average yield per beegah in bundles?—We don't look much to the bundles in *nij*; we could tell the price given for cutting 100 bundles, and we could tell how many bundles go to a vat.

332. Do you think you could carry on the cultivation of your concern without the importation of *boona* coolies?—I could not; the reason is, that the Mussulmans in my part of the country won't beat vats, though they will 10 miles off; I can get them to do anything else, except at times, when they want to look after their own crops.

333. Do you make advances to the *boona* coolies?—No advances, but when I first brought a portion of them from the *jungle*, about 25 years ago, I was obliged to make them a small advance.

334. The prices of indigo for the last three years have been rather higher than formerly?—I have sold mine for upwards of 200 rupees for the last three years.

335. In previous years they were considerably lower?—I have sold as high as 300 and as low as 125 rupees per factory maund.

336. At 150 or 160 rupees, would this pay you?—No, it would hardly pay at that rate, even on my own capital.

337. How far is your factory situated from the magistrate?—I have to deal with no less than three of them. My factory is 20 miles from Berhampore, about 10 miles from Cutwa, and about 12 miles from Jummu Kandy.

338. Mr. *Temple.*] Do you consider that the establishment of a sub-division near your factory would affect your operations?—Yes, it might or might not; it would depend on the individual; if he was up to his work he would do me no harm.

339. But it would not be necessarily prejudicial to your interest?—It would not.

340. Mr. *Sale.*] Do you anticipate any difficulty in carrying on your *nij* cultivation?—I do not.

341. Do you find any dislike to indigo cultivation on the part of the people?—Quite the reverse.

342. *President.*] You have led the Commission to believe that your factory as well as your pottas are of long standing, would there be a difficulty in starting such a factory, on such a scale of *nij* cultivation, in another part of the country?—It would be difficult, if not impossible; but where there existed a factory you might watch your opportunity, and by giving *salamis* and buying up *jotes* you might extend *nij* cultivation, as opportunities offered.

343. Mr. *Temple.*] That is, if you found lands disengaged, and the zemindar gave you pottas, could you establish *nij* cultivation?—You could, by taking the lands from the zemindars in pottas.

344. Then the fact that tenures are not obtainable is the only obstacle to *nij* cultivation being indefinitely extended?—It could only be extended to advantage on chur-lands, or lands easy of cultivation; you might try it on high lands, but it would not answer; it would be too expensive. It will only answer when the rates of rent are also low, and labour cheap.

345. Is the cultivation generally known as *ryotti* cultivation carried on on chur-lands, or on village lands?—On both; I could not state the proportion; they would be nearly equal throughout all Bengal.

346. If *nij* cultivation on village lands does not pay the planter, do you consider that it would pay the ryot?—I don't think it does generally on high lands, but still the ryot is differently situated from the planters. He does everything himself; he weeds, ploughs, and his children assist him.

347. Then as a ryot does all the work for himself, work for which a planter would have to pay hire, might not the cultivation on high lands pay the ryots, although it does not pay the planter?—It might, possibly, under the difference of circumstances; for instance, in Kishnaghur and Jessore, the ryots in many places get a crop of indigo seed as well as indigo, from the same plant later in the year; that is to say, often the plant is cut in July and August; it sprouts up again and gives a crop of seed in November and December. In all such cases indigo pays the ryots.

348. *President.*] Besides your own concern of

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W. G. Rose, Esq.

21 May 1860.

Ramnagur, in what districts have you been a manager?—I was deputed by the Union Bank as a general manager to take charge of the Big Union in Kishnaghur and Jessore, comprising Katchikatta concern, Katli concern, Sindoori and Goldar concerns, and Bijooli for a season, *i. e.*, from 1st September 1846 to 31st August 1847.

349. Would you give us a general outline of the system you found prevalent there?—Generally *ryotti*, hardly any *nij*. I should say the former was 50,000 beegahs, and the latter perhaps not more than 1,000 *nij*.

350. Did you attempt to extend the cultivation, or did you maintain it as before?—I maintained them at the same rate as before.

351. Will you give us a general idea of the *ryotti* system?—I cannot say exactly the amount of rent paid by the ryots; they had their own *khood kasht* lands at a fixed and low *jumma*. In the month of October the ryots came into the factory, settled their accounts for the past year, and received advances in the presence of the European assistants. We then defined the quantity of land to be cultivated by each ryot; the locality was pointed out afterwards, and marked with the factory mark; an *amin* or servant of the factory did this. The lands having been marked out, as soon as the cold weather crops were taken off the ground, they were cultivated with indigo. The cold weather crops on our *ryotti* land were not prohibited. Then they were again ploughed for indigo, and sown when the first shower of rains fell. Weeding took place in due time wherever it was required, generally once. It is generally not 50 beegahs in 1,000 beegahs that require weeding twice. My impression is, that the plant was cut and brought in by the ryot. I have no distinct recollection on that head; we paid for it at the rate of six bundles for the rupee. The seed was charged, I think, at four rupees a maund. It was sown at three sears per beegah (*desi* seed). I think that formerly eight bundles of plant might be had for the rupee.

352. During the operations you have described, did you find it necessary to send men to see that the process of cultivation was duly performed by the ryot?—It was necessary to send men to see that the ryot ploughed, weeded, sowed, &c. at the proper time. The men whose office it was to see to this are called *khalassies*, *amins*, *takidgirs*, and so forth.

353. Did you never have complaints from the ryots that those persons oppressed them in asking for money?—I don't recollect any such thing, but from my knowledge of the native character it is possible they did. A good deal, however, depends on the character of the planter. If he was open to receive complaints, the servants would not so readily try to commit oppression.

354. Mr. *Temple*.] Is it not the custom of the planters generally to listen to complaints?—Less or more; but much depends upon the planter's knowledge of the language.

355. Baboo *Chunder Mohun Chatterjee*.] Are planters generally accessible to the ryots?—I think in most cases they are.

356. Out of every rupee debited to the ryot in the factory accounts, how much does he actually receive?—I believe he gets every rupee; but the factory servants get something afterwards, of which the planter knows nothing.

357. Do you know that the factory servants harass the ryots, and extort money from them?—They do sometimes; but that will also depend upon the planter. If the planter is up to his work and will listen to the complaints of ryots, his servants will act accordingly.

358. Is the cultivation of indigo profitable, or otherwise, to the ryots?—I think the cultivation of indigo will pay the ryots on chur-lands, but for high lands rice will pay better; I mean rice at the present high prices.

359. Mr. *Fergusson*.] When rice was selling at half the present price, would indigo not have answered as well at the time?—The ryots don't take to the cultivation of indigo so kindly as to that of rice; I don't think they ever did. The high lands that have given a cold weather crop, will also give a crop of *aous* or early rice on such lands. They prefer sowing rice to indigo now, but there is a large portion of low chur-lands in Bengal on which the ryot cannot sow rice; they can sow cold weather crops and indigo along with them. They lift the cold weather crops in February, while the indigo remains till June and July. They could not sow early rice on these lands, because such lands would be entirely submerged by the end of July. They take kindly to indigo cultivation on such lands.

360. Baboo *Chunder Mohun Chatterjee*.] Was the cultivation of indigo on high lands ever profitable to the ryot?—I have stated that it must have been profitable where a crop of seed was also obtained. In other cases, I don't think it could have been profitable; still it might have answered the ryot's purpose, because he had some other advantage in holding advances from a factory. He had the protection of the planter, and almost always got money without interest when he most wanted it, and could not get it in any other quarter without heavy interest.

361. Do the ryots generally take advances willingly from the factory?—They will take them readily when they require money.

362. And if a ryot once takes an advance, will he, in his whole lifetime, be able to pay off his debt?—That will depend on his own exertions.

363. Mr. *Sale*.] Do you think the ryot has a fair chance of doing so?—I think he has. He enters into a contract to cultivate a certain number of beegahs of lands; he takes an advance of a certain amount for that purpose, and engages to give a certain quantity of plant at a rate stated in the contract. If he performs his agreement, then his debt is discharged, and he is free.

364. This being your statement of the case, have you known of any such cases in which a ryot has fulfilled this engagement?—I have known of cases, when the ryot cleared his advance by indigo. In all such cases a fresh advance is given, if the ryot is willing to take it; and I have known of cases where he had cleared it by cash payment, and has got free.

365. *President*.] Do you think in the generality of cases the ryot gets clear, or does he sow on from one generation to another?—I think he sows on from one generation to another, where the debt has never been paid off.

366. Do you think, in the concern you superintended, the majority of ryots had recently taken advances for the first time, or were they sowing on the agreements of long standing?—I think they were ryots who had sown for the concern for some time before.

367. During the year you were manager, you no doubt inspected the *kabulyats*; can you state what

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Mr. W. G. Rose.

21 May 1860.

what the terms were?—My recollection is that they were from year to year; but I have seen *kabulyats* or agreements for two or three years.

368. Mr. *Sale.*] According to your understanding of the contract entered into between the cultivating ryots and the planter, is it your opinion that the ryot is bound to cultivate a certain number of beegahs of land, and also to supply a certain number of bundles of indigo; and that having cultivated the land, and failed to raise the indigo, he is still held bound to supply these bundles?—He is bound to supply a certain number of bundles, according to the advance he takes; and if he fails to do that, there will be a balance against him.

369. Mr. *Temple.*] If the season is a good one, is not the ryot credited with the additional bundles he may produce?—Most decidedly.

370. Mr. *Sale.*] Is he credited by the market price, or by the rate fixed by the factory?—He is credited by the rate fixed in his contract, which is the only market price in that part of the country.

371. Mr. *Temple.*] Were not ryots so credited in the Katchikatta concern?—I should say always, when they gave more indigo. That would however entirely depend upon the season; if a good season, the ryot profited by it, if not, he had a balance against him.

372. *President.*] Then, practically, is not all the risk with the ryot?—The risk is with the ryot, no doubt.

373. Mr. *Sale.*] Do you think that in an ordinary season, a ryot, fairly cultivating his lands, can supply as much indigo as would cover his advances and pay his rent?—The rent is more than covered by the cold weather crops which the ryot gets; then the advances of the ryots are, generally speaking, two rupees a beegah; a beegah of land properly cultivated is capable of yielding from 8 to 30 bundles, 30 being a very outside calculation. Then if the ryot only agrees to give six bundles for the rupee, I think he has a fair chance of clearing his advances if he works honestly; they never, however, cultivate the full quantity of land which they engage to do. A Bengali ryot very seldom keeps his engagement in anything if he can help it. I have made advances to ryots for other purposes, *i. e.* for silk, and I have never yet found them keep to their engagement.

374. Mr. *Temple.*] Then, speaking generally and on the whole, does the ryot produce enough of indigo to cover his advances?—I think, generally speaking, he does not, for the causes I have above stated.

375. Then is he generally in debt to the factory?—Consequently he must be in debt to the factory.

376. Then, notwithstanding such debt, would the factory go on advancing at the same rate, viz., two rupees a beegah?—No, not making fresh advances in cash to the full amount of two rupees. The advances would then consist partly of the old balance, and partly of cash.

377. But supposing the debt was increasing, so as to equal the full two rupees a beegah, what would the factory do then?—It would make no fresh advance; or the factory might make an advance of a trifle for the purpose of assisting the ryots.

378. But if the ryot got no fresh advance, would he still be expected to sow?—He would be expected to sow a certain quantity of land, but not the full quantity.

379. If he then failed to sow, would the factory proceed against him for the recovery of the debt, or what course would be pursued?—The debt would stand against him in the factory books. We hardly ever proceed against a ryot in the court. These debts are very often compromised, *i. e.* half the debt is often forgiven, and in some cases the whole debt is, in order to induce the ryot to go on cultivating.

380. Do such unrecovered debts exist to a large extent?—To a very large extent.

381. Does the ryot ever pay up an old debt, and obtain an acquittance from the factory?—I do not think a ryot is ever able to pay up an old debt.

382. What is the reason that advances are made in October, when the sowing is not to take place till April or May?—The factory accounts are, generally speaking, made up in October. The ryots at that time of the year have got to pay their rents, and are generally in want of money to give their children new clothes for the pooja, and they have to pay other expenses.

383. Then is the advance given to enable the ryot to arrange for the cultivation of indigo, or is it given by way of general accommodation?—The advance is given for the purpose of enabling the ryot to arrange for the cultivation of indigo, and also by way of accommodation.

384. But is the ryot put to any preliminary expense at that time for the cultivation of indigo?—He is obliged to plough his lands, pay his rents, and procure seed for his cold weather crops. In some cases, for indigo and cold weather crops.

385. Does the agreement to cultivate ever consist of stamp paper left blank with the planter, and merely containing the ryot's signature or mark?—Yes, it is often done. The nature of the agreement is explained to the ryot, before he puts his mark or signature.

386. Can you form any idea what the cost of indigo cultivation is to a ryot per beegah, exclusive of the value of his labour?—There is nothing, save seed and land rents.

387. *President.*] You have stated that the ryot does by his own labour what the planter is obliged to pay for; do you not think that the ryot's labour, his bullocks, and his ploughs, represent his capital; in other words, do you not think that time and labour are money?—No doubt, to a certain extent. A ryot only devotes his time and his labour to indigo, where he can do nothing else. He always gives his attention to his own field first, and his superfluous time to indigo.

388. Mr. *Temple.*] But are there not certain charges which may be *bonâ fide* represented as money, and which are set down to the ryot, such as the following:—

Stamp paper.	Weeding.
Seed.	Cutting.
Ploughs.	Carting.

The charge for stamp paper to each ryot is hardly ever more than two annas; seed he pays for at a given rate, fixed by the factory. I think that when the ryot gives his ploughs for cultivation, it is only when he has finished his own. There is very little weeding on *ryotti* lands; when he does weed, he generally does it for half an hour a day, at his own convenience. Cutting is a different thing; he must cut at a given time, not at his convenience. The plant is, generally speaking, brought in on bullocks in the morning. In many cases there is no carting; the plant is also

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Mr. *W. G. Ross.*

21 May 1860.

also very often brought in by the planter in boats, at his own expense.

389. But does not the ryot have to pay for the hire of ploughs as well as the bamboo ladder which is drawn over the land?—The plough is his own, and the bamboo ladder is also his own.

390. Is not the cutting and weeding done by the factory servant, and the charge thereof debited to the ryot?—Never, unless the ryot refuses or neglects to weed or cut.

391. On the whole, do you consider that at the present time the ryot is willing or unwilling to cultivate indigo?—A good deal depends upon the locality; in some zillahs they are willing, in others unwilling.

392. In these cases, when they are unwilling, from what cause does this unwillingness proceed?—One of the causes would be because other crops pay better; another would be, mismanagement of the mofussil authorities.

393. Have you any reason to believe that when the ryots have testified their unwillingness to cultivate that they have been instigated by other parties?—Ryots have never behaved in the manner they are behaving, without being instigated in the matter. From my knowledge of the Bengal ryot, I should say he never would have behaved this way, unless instigated by some one who bears the factory ill-will.

394. Can you suggest any means by which the unwillingness of any portion of the ryots to cultivate indigo can be removed, so that they be induced voluntarily to sow?—The only means I would suggest would be to leave the ryots to themselves.

395. Do you believe that the ryot will continue voluntarily to sow indigo at the present rate of remuneration?—This depends entirely upon the locality. It will pay in some places; in others it won't.

396. In those places where it does not pay, what can be done?—*Ryotti* cultivation must be given up, and the planters must take to *nij abad* if they find it answer.

397. But in such cases, would it not be possible that the remuneration should be increased, rather than the cultivation of indigo dropped?—In some places, I do not think that any rate of remuneration would pay the ryot.

398. *President.*] It has been stated to the Commission, by a native gentleman, that a rupee a bundle would not pay the ryot?—Yes, not even a rupee a bundle would pay the ryot, in some places; but no planter, at the present price of indigo, could afford to pay that. My calculation is this: I take the average of a beegah at 10 bundles, so that a beegah would have to be paid for at that rate at 10 rupees. Even at such a price per bundle in particular localities, indigo would not pay so well as other crops.

399. What quantity of indigo does a 1,000 bundles yield?—The average yield throughout Bengal I take to be five maunds to 1,000 bundles.

400. Mr. *Temple.*] Could the planter, by increased economy in the manufacture or by improved machinery or otherwise, manage to save money, which might enable him to give more remuneration to the ryot?—I do not think so. The planters are now-a-days as economical as they can be; much more so than they used to be.

401. Then, if the planter find himself obliged to give more remuneration to the ryot, could he increase the price of indigo to pay himself?—That could only occur on a succession of short crops; that is, when the demand exceeds the supply, and high prices would diminish consumption.

402. If the cost of Bengal indigo were raised, do you think it could compete with the produce of Behar, Java, Madras, or Guatimala?—If increased only a little, I think it still would.

403. Is the quality of Bengal indigo finer than that of any other country?—Yes, Bengal indigo is the finest in the world.

404. Can you suggest any changes in the law which could improve the relation between the ryot and the planter?—When a ryot voluntarily agrees to cultivate indigo, the contract should be summarily enforced.

405. In that case would the present form of contract be sufficient, or would registration be advisable?—Registration would be advisable if it could be done, but it is an impossibility on account of the number of contracts.

406. You have stated that the ryot's contract must be voluntary in the event of a summary process being established. How would you test the voluntariness of it?—I would have the books of the factory brought forward to the court, as well as the European superintendent before whom the advance was made, which I consider sufficient evidence.

407. Can you think of anything further that could be done for the placing of the relation between ryot and planter on a more satisfactory footing?—No, I would leave them to themselves to make their own arrangements. In any cases when the planters coerced the ryots to take advances, I would have it put down with a high hand; but when the ryot voluntarily took advances, I would enforce his engagement in a summary way.

408. *President.*] Have you ever known ryots to cultivate indigo (I do not mean for seed) and sell it at the best market on their own account?—I have known ryots to cultivate indigo on their own account within 14 miles from Calcutta; I had charge of a factory belonging to an estate called Neelgunge where the ryots cultivated indigo without advances for eight years, and sold me the plant at four bundles per rupee, cash on the vats; seed was given to sow, the price thereof being of course deducted. There was no supervision. There was an agreement that the plant should be given at the above price, and the cost of the seed deducted therefrom, and there was no difficulty in the matter. The quantity was however small, say from 10 to 50 maunds a year.

409. Mr. *Temple.*] Are there not in some villages head ryots, with ryots under them, which head ryots are, comparatively speaking, in easy circumstances. How exactly do these head ryots make their money?—These head ryots go with their own ryots to the factory. The advances are made to the small ryots in the presence of the head ryots, and they afterwards get a slice out of the money.

410. Are the circumstances related in pages 236 and 237 of the Selections (the same being read out) within your experience?—If the head man went as guarantee for the ryots, I could understand the case, otherwise it is not within my experience.

411. Mr. *Fergusson.*] Are the lands of the Big Union to which you refer, rich, and would they produce more indigo than your churs in Rampagur?—

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nagur?—Yes, they would produce half as much again.

412. Mr. *Temple.*] On the whole, do you consider that indigo ryots are better or worse off than other ryots?—I think they should be better off, because they sow other crops besides indigo; but, for my own part, I have not observed any particular difference in their clothes or houses.

413. Within your experience have you observed any marked general improvement in the Bengal ryots?—I think, generally speaking, that they have improved in circumstances; but there are many drawbacks, that is to say, a corrupt police, and the exactions of the zemindars.

414. Do you consider that the prosperity of indigo planting is much affected by the fluctuation of the state of the police?—Everything and every cultivation is affected by it.

415. Is indigo affected thereby more than any other crop?—No, I don't think so.

416. Mr. *Fergusson.*] The circumstance, that advances are all made in one season of the year, *i. e.* in October, at which time the chief processes of cultivation are not going on, must, I presume, have a tendency to induce the ryot to break his engagements?—That is one of the reasons.

417. Is it not an almost universal custom in the country to make advances for all kinds of cultivation and every description of service?—If the ryots cultivate for another, or if the ryot performs services for another party, he must have advances; this also applies to artificers or workmen of all kinds.

418. Do all such parties require constantly to be looked after?—They must all be looked after.

419. Do you consider there is any settled plan on the part of the planter when the ryot comes to settle his account, if he has money to receive, to prevent his settling his account, but to give him further advances?—I am not aware of any such practice; it can only be done with the ryot's consent.

420. To whom did you make advances for silk?—To the ryots, who rear the cocoons, and not to the mulberry cultivators.

421. Did you find as much difficulty with those to whom you had made such advances as with those for indigo cultivation?—I found equal difficulties, but of different kinds. The ryots, after rearing the cocoons, instead of giving them to me, sold them to other parties.

422. Was then the same attempt made to evade the fulfilment of contracts of silk as of indigo?—There was.

423. Mr. *Sale.*] The price you paid for the cocoons was lower than the bazar rate?—The ryots who held my advances gave them for eight annas a seer of silk less than those who sold cocoons without advances.

424. Mr. *Fergusson.*] In carrying on your business did you suffer from the exactions or interference of the zemindars, and in what way?—When I had charge of the Big Union in Jessore, a large *ijara* held by the Sinduri concern had expired. The zemindar tried to stop my cultivation in the villages (I believe upwards of 50 in number) for the purpose of inducing me to take another *ijara*. The concern lost 5,000 rupees per annum in rents, under the former *ijara*, and if I had renewed it according to the terms which the zemindar then offered, we should have lost 10,000 rupees per annum. The consequence was, that I did not take the *ijara*, upon which the zemindar put the ryots up not to cultivate the indigo for the concern. After some hesitation, however, the ryots did cultivate the indigo, and the consequence was that the zemindar commenced oppressing them, by plundering their houses, &c.. and the ryots were fortunate enough in that case, which they were not in all such cases, to get the zemindar's *naib* put into jail for six months. I have had in my own part of the country, *i. e.* in Moorshedabad, a *durputnidar*, suing for rent of lands at a rupee a beegah, when I held pottahs from the zemindar at 10 and 12 annas a beegah. The *durputnidar* has taken me into the civil courts, but he does not treat his other ryots quite so civilly. This *durputnidar* has been trying to increase the rents of his ryots in the whole pergunnah to double what they used to be; some of the villagers in my part of the country resisted it. The consequence was that he commenced sundry oppressions upon the ryots, and the ryots appealed to the magistrate. Upon this, the *durputnidar* brought a charge against the ryots of one village of having plundered his Sudder cutcherry, and murdered one of his servants. The *durputnidar* in this case was supported by the jemadar and burkundazes of a police *farree*, or station, in the neighbourhood, who had the assurance to give evidence in favour of the *durputnidar;* the magistrate, however, saw through the case and dismissed it. The same *durputnidar* carried away all the cattle belonging to the ryots of another village, and brought a charge against the ryots of this village of having plundered the village cutcherry, the night of the day on which the cattle were taken away. The ryots went with their complaint to the court of a native deputy magistrate, and the *durputnidar* also went with his complaint there; the ryots were bound over to appear on bail, and danced attendance at the deputy magistrate's court for three months. So far, I speak positively, and from my own knowledge, but the result of the two cases I can only give from hearsay. I have heard that 10 of the head ryots of the village have been imprisoned for six months, and fined 200 rupees each, in the case of the *durputnidar* against the ryot. In the case of the ryots against the *durputnidar*, four of his men have been put in jail for three months, and fined 50 rupees each.

425. Must not all such proceedings enhance the cost of producing indigo?—Not only indigo, but of every thing else.

426. *President.*] Are you aware of the working of the late Cattle Trespass Act?—I think the Act works well as far as it goes, but it has not obviated the evil. I know that ryots, particularly *goalas*, put their cattle into the indigo fields on purpose for the cattle to graze on the *doob* grass that grows up with the indigo, which is the very best grass. It is no special malice against the planter, but it is done with a view to get the best grass at a time when the country is burnt up. They not only do this on purpose, but they turn out in large armed bodies, particularly at night, for the purpose of grazing their cattle.

427. Baboo *Chunder Mohun Chatterjee.*] If a ryot refuses to take advances for cultivating indigo, is he not subjected to oppression and confinement till he does so?—Such cases are very rare. I have heard of such cases, but have not come across any such myself.

428. Are not the best lands in the ryot's holding forcibly taken by the planter to sow indigo, without giving any advances?—I know of no-

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Mr. *W. G. Rose.*

21 May 1860.

thing of the kind within my experience, and such cases must be very rare.

429. You are one of the oldest planters in Bengal, will you be pleased to state whether you are not aware of the planters employing *lattials* (clubmen) and *shurkiwallas* (spearmen) to commit affrays to suit their purposes?—Indigo planters did, in former days, occasionally employ *lattials* to protect their property, but the thing is very rare now. I do not know of any case for the last two or three years.

430. If there had been such operations, would you not find the expense entered in the account books?—All the expenses of the factory are entered in the account books.

431. If such be the case, under what head would they be entered?—Very likely under the head of "Law Expenses." I have employed *lattials*, but never for the purpose of affray, nor in an indigo factory.

432. Under what head are entered the expenses for satisfying the "Corrupt Police," or sending witnesses to sub-divisions or to the Sudder station?—I should think they would all come under the head of "Law Charges."

433. Mr. *Fergusson.*] Is not a planter bound by law to give in a return of all his servants, and does not a magistrate fail in his duty if he does not fine the planter for not sending in this return?—They are, but *lattials* are generally kept for short periods, and are not regular servants.

Commission adjourned at Six p. m.

Tuesday, 22d May 1860.

PRESENT:

W. S. SETON-KARR, Esq., C. S., President.

Members:—R. Temple, Esq., C. S.; W. F. Fergusson, Esq.; Reverend J. Sale; Baboo Chunder Mohun Chatterjee.

JAMES COCKBURN, Esq., at present holding the situation of Deputy Magistrate in the Commission for the suppression of Dacoity, Hooghly; called in, and Examined on oath.

J. Cockburn, Esq.

22 May 1860.

434. *President.*] WILL you state to the Commission in what districts you have been employed as an indigo planter?—In the Baraset concern, which includes factories in the Baraset and Nuddea districts. In 1852 I went to the Chota Mohutpore division of the Bansbnria concern in Nuddea to learn my duty. I was in the Baraset concern from 1853 to 1858, first as assistant, afterwards in charge of a division.

435. During that time you had ample opportunity of mixing with the people, and of observing the working of the system of cultivating indigo?—I had.

436. Did you consider indigo planting to be popular or unpopular with the ryots?—Unpopular, decidedly.

437. Can you state the relative proportion, between *nij* and *ryotti* cultivation, in the Baraset concern?—We had very little *nij*, scarcely 400 beegahs I think; the *ryotti* was from 9,000 to 10,000 beegahs.

438. Was the *ryotti* mostly carried on in *ilaka* or in *be-ilaka* lands, that is, in villages of which the proprietary rights were held by the concern, or in villages on the estates of other parties?—Mostly *ilaka*; the *ilaka* was in lease; there were no *putnis*, nor were there any talookdari rights. The *nij* cultivation was carried on mostly in the compounds of the factories, on the sides of tanks, and on *patit* or waste lands, and in old burial grounds.

439. The leases were obtained or renewed during your incumbency?—Yes, but I had very little to do with the negotiations preceding the renewal of the leases; that was generally done by the managers, Messrs. J. P. Hampton, W. Studdert, and H. Newcomen; I had little or nothing to do with that.

440. The Commission clearly understand you to state that you had little to do with the negotiations preceding the leases; but can you state whether the leases were renewed without any disturbances?—Without any disturbances, except in one instance. There was a talook divided into four shares, held by four brothers, the Deh Chowdries of Ranaghaut. The concern obtained leases of the shares of three brothers from the brothers themselves; the fourth would not give us his share. I believe the shares were held *ijmali*, or jointly; in this instance he gave the factory great trouble, and impeded our sowing. There was no division of lands; the division was in the rents simply. The consequence was that the fourth shareholder had his *naib* and his cutcherry in the village for the collection of rents; and, being an old proprietor, the ryots all sided with him, and whenever we went to sow, disturbances occurred, and the servants of the fourth shareholder kept us out. This state of things continued year after year; whenever we went to sow, there was always opposition, but no actual disturbances; I don't believe this opposition was overcome before I left the concern. Previously, where the village was *be-ilaka*, we used to sow, but in trying to get a firmer hold by lease, we lost what hold we had. In fact, after getting the three shares, we were unable to sow at all; our cultivation was entirely stopped in that *ilaka*.

441. Did

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441. Did you never have recourse to the courts?—Yes, I believe we did; I had not, however, much to do with that.

442. Did you not manage to collect the rents from the ryots for the three shares?—Having the shares of three shareholders, we could bring three separate summary suits against each ryot, for each instalment of his rent. This was done without inducing them to sow. The ryots would willingly have sown if not meddled with by the fourth brother, the opposing zemindar. Practically, and owing to the quarrel of one brother with the other three, our hold on three-fourths of the property became quite useless for the manufacturing of indigo.

443. Was this the only instance in which you experienced any opposition?—Yes, because in the other cases we had 16 annas; an *ijara* from Mr. Mackintosh, of the Chowrassee villages, and another from the Administrator General.

444. Mr. *Fergusson.*] Can you state the object of the fourth brother refusing to give the lease, and preventing indigo being sown?—This brother was always trying to encroach on the others' rights, and they thought that by getting the factory on their side, they would get an Englishman to back them, and so get the better of their brother.

445. Do you think it was the object of the fourth brother to get a large bonus from the concern?—No, I do not think so. It was a mere family quarrel.

446. When you had obtained this lease, did you ever find opposition to indigo cultivation by *gantidars*, middlemen, or substantial ryots?—No, nor did they use their influence in our favour. We had no need to ask it when we had once got the lease. We took the usual amount of village lands from each ryot, that rate being two beegahs per plough, that is to say, from every ryot in the *ilaka*.

447. Could you give any general idea of what proportion of land in each village was set apart for the cultivation of indigo?—I could not. It would depend very much on the circumstances of the ryots, and the number of ploughs they had in work.

448. What number of bullocks do you allot to a plough?—Two to a plough. It should, however, be four, which is called a *pucka* plough; but, generally, in Baraset and Kishnagur, it is two bullocks to the plough.

449. Baboo *Chunder Mohun Chatterjee.*] Do you mean to say that, on an average, they do not work more than two beegahs of indigo to a plough?—I never did, but I am aware of one *be-ilaka* ryot ploughing 70 beegahs of land with 10 *pucka* ploughs, *i. e.*, four bullocks to the plough; that was, however, a solitary instance.

450. Did the factory or the concern make its own selection of each ryot's lands for the indigo?—The selections are made by the *amins* and the *khalassies*, to be tested afterwards by ourselves. In going over the land, if we disapproved of any set apart for indigo, we cut it out of the *chita* or register of lands, and substituted a better piece. Of course, we took the best land we could get, whether the ryot liked it or not.

451. Mr. *Sale.*] Did you find the ryots generally anxious to give you the worst land?—If a ryot got an advance, say to sow indigo on 10 beegahs, he gave us five good begahs and five bad.

452. Would you give us the following particulars, namely, the measurement of the beegah, the number of times the indigo beegah required to be ploughed, and the amount of seed per beegah and its price?—Fourteen thousand four hundred square feet go to a beegah; the amount of ploughing depends on the quality of the land and the crop previously sown on it; if it was tobacco, which is the best crop, and keeps the land best cleared, it would require 3 ½ ploughs, the half plough being the *mui* or *bamboo ladder*, required to smooth the ground after sowing. Whatever kind of seed we give, whether expensive or cheap, old, new, or mixed, we charged the ryot for it at 10 annahs a beegah.

453. How did you pay for the plant?—We usually took five bundles for the rupee; the average return of a good season would be from eight to ten bundles a beegah. In very fine lands I have seen sometimes a bundle a cotta (*i. e.*, 20 bundles per beegah), but that was extraordinary.

454. Mr. *Temple.*] Do you consider that ploughing for indigo cultivation actually costs the ryot anything?—Of course, it costs him the use of his plough, which may be estimated at two annas a day.

455. Is the plough the ryot's own plough, or does he hire it from another party?—Of course it is the ryot's.

456. Mr. *Fergusson.*] Then how do you mean that the use of the plough costs him two annas a day?—I mean that we estimate the value of his labour at this rate.

457. In practice generally, does the ryot have to hire a plough, or does he work with his own plough?—He works with his own plough.

458. *President.*] Is it not the practice for the ryots to help each other mutually by giving a day's labour the one to the other?—Yes, the custom is for them to assist each other by loans of each others' ploughs; that is to say, No. 1 and No. 2 work for No. 3 one day, and Nos. 2 and 3 for No. 1 another day, and so on, round the village; and this mutual assistance extends to other agricultural operations, such as weeding, cutting, &c., especially in other crops.

459. Mr. *Sale.*] Do you think two annas a day is at all an excessive estimate, considering the present price of labour?—No, you can't get a plough at two annas now.

460. We have been told by a former witness that a ryot's labour is worth little to him, because he cultivates indigo in his leisure moments, when he would be doing nothing; is that according to your experience?—Not at all.

461. Will you explain what your experience is on that point?—The hours of labour are from sunrise to noon, and from 3 p. m. to dark; but if a shower of rain had favoured the sowing of both indigo and rice, we would have the ryot labour for us for the first part of the day, and let him have the remainder to himself; that was our practice. But it might so have happened that the shower was favourable to indigo only; in that case we should require the ryot to work for the whole day.

462. Mr. *Temple.*] Then the cultivation of indigo does not interfere with other cultivation that the ryot might be carrying on?—It may or may not, as stated in a previous answer, because a ryot never allows his ploughs or his bullocks to lie idle; he is always ploughing some land. If the time were favourable for indigo sowing, but not for sowing rice or other crops, he might still be ploughing his lands to let the heat out, if we did not want him to sow our indigo.

463. Supposing a ryot to sow indigo for the whole

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J. Cockburn, Esq.

22 May 1860.

whole day, and supposing him to have an average amount of bullocks, would he not accomplish all his work in that day, or would he take longer?—Taking the average at two ploughs, the land would be four beegahs; two ploughs could not possibly sow well more than a beegah of land a day. A ryot may do a little more than 10 cottahs a day with each plough, and finish his sowings in three days, that is to say, if the ryot alone sowed his own lands. There may be a case where one ryot's land may be fit for sowing, while that of the others is not, and he would get half a dozen of his friends to assist him and finish his sowing; or, if his lands were particularly good, the factory would send their *nij* ploughs to assist him, while his *joe* (the requisite degree of moisture, neither too much nor too little) was in the land. It is rarely that hired ploughs are used.

464. And for the use of the *nij* plough the ryot had, he was charged nothing?—No, when we employ hired ploughs for indigo, sometimes the factory pays for the same, and sometimes the ryot; sometimes we lend the factory or *nij* ploughs to the ryots.

465. Then do you consider that three days being occupied for sowing, there is any serious interruption to the ryot's general cultivation?—It would depend on the season of the year and the nature of the crop he is anxious to sow, nevertheless it must be some kind of interruption to him.

466. What is meant in a letter addressed by you to the Government of Bengal, dated 31st December last, of an item of three annas per beegah for sowing charges?—The sowing charge consists of one plough and a *mui* or *bamboo ladder*; the plough was used on the day of sowing, and the *mui* the day after. Such plough and *mui* being the ryot's own property, as was shown by me in the average rate of cultivating a beegah by a ryot. Should one of the ryot's cattle have died, we hire an animal and charge the cost to the ryot, or we may advance him money without interest to buy one; we could not often spare the *nij abad* ploughs.

467. But then, are not these charges of the nature of the estimated rather than actual items?—Certainly not, in this instance, because the statement from which this question is put is an average statement of the actual expense he is generally put to.

468. Does the ryot weed the crop himself?—In some instances; not generally. They are very much disinclined to it; we weed, and charge them, *i. e.* one ryot in 20 may weed.

469. Does the ryot generally do the cutting himself?—The answer to the sowing applies equally to this. Sometimes we send the *nij abad* coolies to assist him, other times not; sometimes we charge the ryot, sometimes not.

470. Mr. *Sale.*] Could a ryot cut his own crop of indigo, just at the time it is fit to go to the vat?—Yes, he could do it, putting the factory to great inconvenience. It would depend solely, however, on the amount of land he cultivated, and also upon the situation of the plant. If a solitary piece, and at a distance from the factory, we should send out coolies to cut it all and bring it in at once, but if near, we could cut a few bundles as required to fill a vat. Generally speaking, if the plant be near the factory, we cut a few bundles every day, from each beegah, or the ryots get disheartened, seeing the leaves dropping off, and the plant ripe and requiring to be cut.

471. When done by others than the ryots themselves, is the expense of cutting charged to the ryots?—Generally speaking, it is not.

472. Mr. *Temple.*] Who pays for the carriage of the indigo from the field to the factory?—In the first place, the carts are the ryots' own. We pay them at the rate of five rupees to every 100 bundles they bring into the factory. There are advances made on the carting account, just as the other advances, and the ryot may or may not be on the wrong side of the carting account. We make no allowance for distance; if near the factory, the ryot may bring in 20 bundles a day, if at a distance with bad roads, such as we have during the manufacturing, *i. e.* the rainy season, he may not bring in two bundles a day.

473. What, on the whole, is the greatest average distance of any plant from the factory?—Two miles is the greatest distance; and as the ryot won't allow you to overload his carts, we can hardly get him to take more than two and a half bundles on each cart.

474. On the whole, considering that some fields are near while others are distant, does the rate of five rupees per 100 bundles pay the ryot for the cost to which he is put, in carrying the plant in carts or bullocks?—No, it is impossible.

475. Is it a correct way of making up this statement as contained in the letter addressed to the Government of Bengal above referred to, to charge the full hire of a plough without having reference to the ordinary use of the plough on previous crops?—It was the daily hire of the ploughs.

476. Mr. *Fergusson.*] Had there been a previous crop taken off the land referred to in your statement?—The lands we generally sow indigo on are tobacco and *baro mashia* lands, *i. e.* which have been constantly ploughed for a twelvemonth.

477. Do you think it possible to separate accurately the ryot's labour and cattle, on each description of crop in one year?—Certainly not; that's why I headed the statement referred to as the "probable cost."

478. Is it not probable that if the ryot was not sowing indigo that he himself and his cattle would be idle occasionally?—Certainly not.

479. How do you apportion the rent of one rupee for the indigo statement on the rent of the land?—I refer to section 5 of page 255 of the "Selections."

480. Does it then appear that the indigo pays one rupee of the rent, and the tobacco eight annas?—It should be borne in mind that perhaps there may be one beegah of tobacco to 50 of rice in a zemindary.

481. Mr. *Temple.*] Is not one rupee a beegah a very high rent?—The ryots generally pay three rupees per beegah as rent for tobacco lands (and we try and get tobacco lands for indigo cultivation), and for rice from one rupee to two rupees; something less than half the cultivation was on tobacco lands.

482. Indigo is cultivated on the same land on which tobacco is also grown, does it affect the tobacco or not?—Tobacco is scarcely ever sown for two years successively on the same land. First the tobacco crop is sown, after that is cut, the indigo; then that land is manured for the next

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next year, and is sown with tobacco the season after.

483. Mr. *Fergusson.*] If the tobacco land, after the tobacco was cleared off, had no indigo sown upon it, would any other crop be fitted for it?—Yes, it is all we can do to prevent them sowing other crops.

484. *President.*] Would you state to the Commission as broadly as you can the facts connected with the measurement and record of the bundles, and with the squaring of the account in regard to the same?—It is measured with a chain called 14 paos, or 3¼ haths. The man who measures it is called the *shikaldar*, or chain bearer. The *amdani nowis* takes a note of the bundles. In some factories, the ryots never come in at all, nor send any one to look after their interests; in others the head man of the village comes in and haggles about the measurement and size of the bundles. It is seldom we have time to measure each bundle. So many *anties* or small bundles go to each factory bundle; the general number is about 16 to 18. The squaring of accounts begins in October, and goes on till March. The money is generally paid before the assistant; the ryot's account having been made up by the mohurrir and gomashta. Money, if there is any to be received, is paid before this assistant, who is supposed to look over the account. At the time of recording the bundles a *hath chitti* or receipt is given to such ryots as come in for it.

485. When you were in charge of the factory you were in the habit of looking into the books?—Yes, if any dispute arose between the mohurrir and the ryots. At the time of taking the bundles, I could not supervise the account of the bundles daily received, as I had six factories under my charge and was constantly going the round of them.

486. Are you in a position to state, whether the general number of ryots had money to receive on the squaring of the accounts in excess of the advance they received?—In only one year did I see almost all the ryots make a profit, that was, I think, in 1854. I believe, in Chota Taugra Factory, I got 70 maunds from 900 beegahs, to the best of my recollection. This was in a new *ilaka* where no indigo had been previously sown. We had the lease of the village for three years. In the first year, they did not sow, in the second it was a bad season, and the third and last year was a very good one. There were no advances longer than three years standing. After settling with the ryots, we gave them fresh advances in order to induce them to sow the next season, but the zemindar would not renew the lease, though he returned us all the money we had advanced to the ryots.

487. Was 1854 particularly favourable in that part of the country?—Yes, the best I have seen; the concern made about 500 maunds.

488. Do you attribute any part of the success of that season to the lands being new and the ryots getting advances for the first time for some period?—Yes, to the lands being new.

489. Mr. *Fergusson.*] If your cultivation was 900 beegahs and you got 70 maunds, supposing your produce was six maunds to 1,000 bundles, you must have cut 12,000 bundles of plant; well, then, if the ryots were to cultivate carefully, would they not have the same profitable result that they had that year?—I said that in consequence of the land being new, that was the result. We could not always have new lands under cultivation.

490. But I thought you had previously stated that you took the lands whenever you pleased?—I did when I was questioned regarding my own *ilaka*.

491. *President.*] Are you in a position to state whether ryots have been cultivating for a long period or have they lately contracted?—Long periods in almost every instance.

492. Did any ryot or ryots ever represent to you the wish to get clear of their engagements, and to sow no more?—Many ryots are anxious to do so. When I was put in charge of the Baraset concern, all the factory servants were ryots, head men of villages, and I, knowing that they favoured their own relations as themselves, in settling accounts, discharged the whole of them; upon which they brought in the whole of their relations, *jotedars*, &c. with the money in their hands to settle their accounts, and they would have done so if Mr. Eden had not persuaded them to the contrary. But it must be understood that those men had very little balances against them, having had the accounts in their own hands; practically they were in a position to get free if they wished it. Besides these there are some individuals who could clear themselves, if we would let them, but we would not clear them on principle, inasmuch as it would be tantamount to closing the factory. It is my belief that many *ilaka* ryots would borrow money to get free if allowed. A good many *be-ilaka* ryots however don't sow at all, though we have heavy balances against them. We did not go to the courts, because our books had been abstracted. If we had, it would be a very difficult thing to recover the balances in court. The thing happens thus: the advances are first made when perhaps the man was a prosperous ryot; the advance is, say 40 rupees for 20 beegahs, and seed is charged for besides, and probably the ryot never cuts a stick of indigo that year; then the next year his account would stand so—

	Rs.	a.	p.
Amount of former advance -	40	–	–
Amount of price of seed for 20 beegahs, at 10 annas per beegah - - - - - -	12	8	–
TOTAL - - Rs.	52	8	–

his cultivation would consequently be raised from 20 beegahs to 26 beegahs 4 cottas. I do not recollect a case in which we sued a ryot in the civil court for the recovery of balances. It is the custom of the factory to reckon every two rupees as a representative of a beegah; for instance, if a man owed the factory 100 rupees, he would be liable to sow 50 beegahs with indigo, and so on.

493. How is a ryot in the first instance induced to take advances with regard to European factories?—In *ilaka* villages he has no option, as we are zemindars; but in the *be-ilaka* there are several ways in which advances originate; for instance, if the head man of the village comes to borrow, say 50 rupees to get his son married, promising to sow himself or to get some others in his village to sow 25 beegahs of land as an equivalent, being an influential person, he gets his subordinate ryots to sow each a little

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J. Cockburn, Esq.
22 May 1860.

land for him, and when they have done so, he comes and has their names entered in the books as so much against each of them. The head man informs them of it, and they come in to see what they have to receive after the manufacturing, and each gets a *hath chitti* of his account with the factory; it is at this time they sign the stamp paper. At other times it is done by the influence of the head ryots, and sometimes by the aid of the zemindar who may be a friend of the planters, or perhaps our own lands may surround the *be-ilaka* lands, and then there is no escape. I have never seen a poor independent man who cultivated his own lands and whom you thought you could honestly trust, come in and ask for an advance. By independent, I mean a ryot who has to pay his rent direct to the zemindar, and is not a dependent ryot of the *mandul* or head man.

494. Mr. *Temple.*] Are there not individuals besides those you have mentioned who take advances of 50 rupees; from what motive do they take advances?—I have mentioned the head man of the village, and I have mentioned his subordinate or dependent ryots, and I have mentioned the poor independent ryot; I don't know that there are ryots of any other class.

495. Mr. *Sale.*] It has been stated in evidence that ryots do come into a factory and take advances and give a *kabulyat*, in which *kabulyat* a definite time is stated, within which the ryot is supposed to fulfil his contract?—I have never known any such thing, but I have seen many ryots put their names to a blank stamp paper.

496. Are these blank stamp papers usually filled up afterwards?—No, very seldom; only in cases in which the ryots are inclined to disagree with the factory, and then not as *bonâ fide* indigo contracts, but as simple private notes for money lent: the prevalent idea in the Mofussil being that the courts are so prejudiced against the cultivation of indigo, that it would be useless to bring a contract connected with it before the court.

497. Mr. *Temple.*] What is generally supposed in the Mofussil to be the nature of the prejudice on the part of the court, and what are supposed to be the reasons of it?—I say that they believe there to be a prejudice in favour of the ryot, because I never heard of an indigo contract being proved by a planter.

498. But it has been stated in evidence that suits of this nature are never brought before the courts; how then can it be known whether the courts would entertain them or not?—Because I think experience has shown that there is no use bringing them. Besides, any intelligent judge would with half a dozen questions, see the hollowness of the contract, because the ryot is supposed to settle his accounts in October when the contract would be drawn up. The contract to be binding, should state every piece of land and its boundaries. This it would be impossible to fill up till the sowings, for, as I said before, many lands are changed at the last moment.

499. Would it be possible in your opinion for contracts so to be framed that planters might in virtue of them sue the ryots for breach of engagement with a fair chance of success?—Contracts could always be properly worded, but the seasons are against it. Unless a man knew every bit of land that a ryot possessed, what quality, &c. it would be impossible to give advances to the ryot for definite pieces of land in October to make him sow in March, as lands are often changed at the last moment.

500. Would not a general form of contract suffice by which the ryot bound himself to cultivate one beegah anywhere in return for two rupees advance?—I don't think it would hold good in court.

501. Do ryots ever bring suits in court with a view of paying up the balance outstanding against them, and being released from their connexion with the factory?—An *ilaka* ryot would never fight against his zemindar, and a *be-ilaka* ryot never thinks of returning him (the planter) anything; therefore, why should he go into court.

502. But if the *be-ilaka* was really anxious to obtain his release from the factory, would it not be worth his while to pay up his balance and be free?—He is free without it.

503. Then you mean to say that all the *be-ilaka* ryots are in respect to taking advances and cultivating indigo, and generally in regard to their connexion with the factory, free agents?—Generally they are.

504. And their continuing in that connexion from year to year is a purely voluntary act?—Of course, as far as the contract is concerned.

505. *President.*] But practically is there much *be-ilaka* cultivation actually carried on?—Not much.

506. Mr. *Temple.*] Do the ryots of a village, within your experience, on the village being taken on lease by an indigo planter, improve or remain stationary on the whole?—The village might improve, but the condition of the ryots does not. A road or so may be made through the village, to allow our indigo to pass.

507. *President.*] Is not the mere fact of a road where there was no road before, itself a benefit to the ryot?—The ryot may ultimately benefit by it, but he grumbles when the land is taken up for the road.

508. Baboo *Chunder Mohun Chatterjee.*] Do the ryots pay any part of the expense of making such roads?—We can get it out of them if we like; but I don't remember ever taking it from them.

509. Mr. *Temple.*] Does not the circulation of money and the location of a factory with a number of servants benefit the village?—Excepting as regards the purchase or sale of a few eggs and fowls, I dont see what circulation of money takes place.

510. *President.*] Does not the existence of a factory give employment to a good number of ryots, especially at certain seasons of the year?—Yes, it does; but they would rather not come to the factory, because they are paid only just as much as they would be paid if employed by natives, and in the latter case, they would, besides the payment, get as much tobacco as they could smoke, besides one meal a day.

511. Mr. *Fergusson.*] Was not the whole outlay of the Baraset concern, amounting to 60,000 or 70,000 rupees, with the exception of the price of the up-country seed, and one or two other articles, spent within the circuit of the concern, and must not that have done good to all within that limit?—The salary of the manager and assistants amounted to about 12,000 rupees, and of the servants to about 12,000 rupees, that took off 24,000 rupees.

512. Did not the factory servants spend their pay in the neighbourhood on their subsistence, and

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and did not some of the managers' pay go in the same way?—Some part, no doubt, did; but the servants spent as little as they possibly could; I don't believe the manager spent more than 50 rupees a month.

513. *President.*] It has been stated to the Commission by other witnesses that indigo cultivation is unprofitable to the ryot, and you have stated your belief that it is not popular, can you explain the causes of this unproductiveness and unpopularity, and could you suggest any means by which its cultivation could be made both profitable and popular?—It is not popular because it is not profitable, and the ryot has to bear the whole brunt of the risk. I think if a ryot were allowed to cultivate the whole of his lands, and the planter went out to bargain for the land, *i. e.* any piece he might select; were he to ask the ryot what it has cost him to cultivate it, and how much more he would take to sow it for the planter, and then let the planter give the seed, and be at his own risk of growing, cutting, and carting the plant; I think, by these means, the cultivation would be more popular, and moreover in this way the sowings according to the original advances might be finished. This would avoid, in the first place, the expense of half the establishment of the factory, besides saving a great deal of trouble to the assistants in looking after the lands to get them into a proper state of preparation. A ryot knows much better how to cultivate his lands than any assistant does. Again, the superintendence of weeding and of cattle trespass would be rendered unnecessary. Very well cultivated lands require little or no weeding, and the ryots, to increase the bid for lands next year, would take care that the planter's crops were not damaged by cattle; in this way the exactions of factory servants would also be got rid of. The change would cost something more to the planter; but it would, I think, be counterbalanced by a saving of establishment.

514. Do you think there would be any danger of the ryot evading his agreement if made in this way?—I would make it a cash transaction; the money to be paid immediately, half before and after the sowing.

515. Mr. *Fergusson.*]—From your knowledge of the Bengali ryot, do you believe that he would, in that instance, weed or prevent cattle trespass when he had no interest or responsibility for the result of the crop; which would be the case according to your plan?—I think if he was pleased with the rent, and satisfied with the remuneration he received, his object would be to show how much better the plant grew on his lands than on the lands of others, with a view that some of his land might be taken next year, and he get a better bid.

516. How many months were you at the Bansberria concern, and had you any charge there?—About six months; I had no charge.

517. Then your whole experience has been with the Baraset concern?—Yes.

518. And your letter to Government contains the result of your practical experience of what you have seen?—Yes.

519. Those statements of the expense of *nij* cultivation, whence did you derive them?—They are the results of our own small *nij* cultivation.

520. Where did you derive that statement about the books of factories showing a profitable *nij* account?—My own books did show that; my *amlas* endeavoured to show it, and I know it to be the case with others' concerns about me.

521. Are you aware that the Baraset concern is nearly shut up?—I only know that the other day I was told it had finished all its usual sowings, but I know that it was closed previously. *J. Cockburn, Esq.* 22 May 1860.

522. Mr. *Temple.*] What object have the planters or their *amlas* to show a favourable account of the *nij* cultivation?—The planter has no object; the *amlas* have, because more money passes through their hands for keeping up the establishment for *nij* cultivation.

523. Mr. *Fergusson.*] Was it on account of any interference on the part of the Government officials that the Baraset concern was shut up?—Not to my knowledge; up to the last day I know the factory was working beautifully; I left in October 1858.

524. Were there no grumblings on the part of the ryots?—None that I am aware of; but I knew that this would happen.

525. Do you think that the ryots would have refused to sow as invariably as they have done, if they had not been instigated or incited to do so by other parties?—The Baraset concern was once closed, several years ago, in 1852, in precisely the same way as it was lately.

526. Do you know how it was re-opened?—By getting back the *ijaras.*

527. During your time, was there any opposition or discouragement shown by any of the Government officials?—Never; but the ryots were aware that there had been a difference between Mr. Hampton and Mr. Eden, and there was some discontent among the ryots in his part of the division.

528. You said that you knew these disturbances would happen: will you state how you came to know this?—Because I saw that the manager the agents put there was unequal to the delicate task; the manager would not go out and meet the ryots. These ryots are in the habit of coming at all hours, and if you don't go out and talk to them at all hours, they are a difficult set to manage.

529. In such a state of things, any disfavour shown by the magistrate, would it not have a prejudicial effect?—Yes, but the magistrate did not adopt that course.

530. Mr. *Temple.*] While you were employed in that concern, did the concern, on the whole, receive a fair amount of support from the magistrate?—Certainly.

531. Did you not mention an instance in which the magistrate persuaded some refractory ryots to fulfil their contracts?—Yes.

532. Mr. *Fergusson.*] Is not the practical result of a factory shut up to release the ryots from all their liabilities to the factory?—Yes.

533. And therefore they have every motive to shut up a factory?—Of course.

534. Is it the case that the lands in that concern are generally not well suited to indigo?—I consider them exhausted, and not well suited.

535. Mr. Rose, when at Neelgunge, which place is four miles from Baraset, stated yesterday that ryots came in willingly, and sold him plants on the vats at four bundles for the rupee without advances, except for seed, does not that prove that at that rate the cultivation is profitable to the ryots?—I believe the Neelgunge concern has been closed for many years; so that if Mr. Rose still purchases plant from ryots about there, he must, I imagine, purchase plant belonging to the Baraset concern; I myself once purchased plant offered at that rate from ryots who belonged to a factory of the Paul Chowdries. Mr. Macintosh got pos-

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J. Cockburn, Esq.
22 May 1860.

session of this factory, between the sowing and manufacturing, through the Supreme Court; and as both these parties claimed the plant, the ryots went to the magistrate, who told them the crop was their own, and that they might sell it to whom they pleased; they brought it to me, and I purchased it.

536. Mr. *Temple.*] In regard to the plan that you described as the proper one which planters ought to adopt for the cultivation of indigo, what do you think would be the cost of that to the planter, as compared with the cost of the present system?—I shall furnish a statement on this point.

537. Mr. *Fergusson.*] Do you adhere to the statements in the third last paragraph of your letter, in regard to indigo factories worked by native zemindars?—Yes, entirely.

538. And you think that indigo ryots are better off under European than native planters?—Decidedly so, 100 per cent. so.

539. Is it the custom in that part of the country to make advances for any kind of work?—It is the custom; and the object is to get it done cheaply and quickly.

540. At what rate does a *mahajun* charge when he makes advances for crops?—The usual rate is one and a half in kind.

[Commission adjourned at 5.30 P.M.

Friday, 25th May 1860.

PRESENT:

W. S. SETON-KARR, Esquire, C. S., President.

Members:—R. Temple, Esquire, C. S.; W. F. Fergusson, Esquire; Reverend J. Sale; Baboo Chunder Mohun Chatterjee.

R. P. SAGE, Esquire, called in; and Examined on oath.

R. P. Sage, Esq.
25 May 1860.

541. *President.*] WILL you state to the Commission the concerns and districts in which you have had experience?—Bansberria, in Kishnagur, Katgarra, in Kishnaghur, and Khalbolia, in Kishnagur, Loknathpore, in Kishnagur, Jorada, in Jessore, and Boribaree, in Rungpore.

542. In the Kishnagur and Jessore factories you are familiar with the *nij* and *ryotti* system of cultivation; will you state the proportion of each of them?—They varied very much; in my time the proportion was one-quarter in Bansberria and Katgarra, and half in Khalbolia and Loknathpore, and in Jorada about half of each description of cultivation.

543. It has been stated to the Commission, and they have reason to believe that *nij abad* is carried on churs, in the compounds of factories, on the sides of tanks, and on pieces of land in which the factory has obtained the tenant right; is this within your experience?—In Katgarra we had no chur lands, but we took *jotes* on leases from the ryots. The same in Bansberria, save in one factory on the banks of the Jellinghee, which had chur lands, and which were taken in potta from the zemindar or ryot to whom it belonged. In the Khalbolia concern there were no chur lands, but pottas were taken; in fact, without getting the right of occupancy, we can do nothing in the way of *nij abad.*

544. Was all this *nij abad* cultivated by factory servants, or by hired labour?—The keeping up a large private establishment of bullocks for the *nij abad* was found, 13 to 15 years ago, to be so expensive that the factory establishments were reduced, and since then the ryots' ploughs have been hired; and this same hiring is one of the greatest causes of dissatisfaction among the ryots, because, at the time when the ploughs are required to sow the *nij abad* lands, the ryots are naturally anxious to cultivate their own lands. The rate per plough varies in different parts of the district, but two annas per plough was, I think, the average rate. In a factory in which there were 1,000 begahs of *nij abad* land, we should be glad to get 2,000 ploughs, *i. e.* at two ploughs per beegah; but such a number was never obtainable. In a factory like Loknathpore 200 to 300 ploughs could be mustered from the ryots in one day. Two ploughs would be sufficient to sow a beegah of land in one day, if such had been previously well cultivated, including the passing of the *mui* over the land if the degree of moisture on the ground was not too great to admit of the *mui* being used that day; the use of the *mui* depends entirely on the amount of moisture on the ground.

545. Are we then clearly to understand that the only cause of dissatisfaction with *nij abad* cultivation is the interruption to the ryot's own cultivation, and not any inadequate rate of pay, or no payment at all?—Yes, of late years the managers and assistants of factories, as far as I have been able to observe, have taken the greatest care to see that the ryots are properly paid for their ploughs; one or two exceptions to this however exist.

546. Are proper means taken to prevent the factory *amla* from misappropriating or exacting a part of the payment after it has been regularly made?—I believe such means are adopted, but that they generally fail, as the ryot will seldom leave the factory without, what he calls, an "offering" to the *amla.*

547. Mr. *Temple.*] At what rate of wages are the factory servants generally paid?—The Gomashta's pay is 16 rupees to 40 rupees; Mohurrir, six rupees to 10 rupees; Amins, three rupees to five

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five rupees; Takidgirs, *Rs.* 2. 8. to four rupees. These are the men with whom the ryot is generally brought in contract.

548. With reference to the prevailing rates of wages, do you consider that the above wages are liberal, or moderate, or low?—Moderate; but they are never considered so by the servants themselves, who always expect to double or treble the amount of their pay by taking presents, as they call it, from the ryots.

549. Besides the above wages, are there any authorised perquisites?—None but those authorised by the custom of the factory, viz., a *dustoori* of one anna to half an anna per rupee on every rupee which the ryot gets; this *dustoori* is levied in a lump, and divided rateably among the *amla*. There is no authorised *dustoori* for the smaller servants; they take what they can get.

550. Upon what payment is this *dustoori* given?—Upon all payments.

551. Is this custom or *dustoori* applicable to indigo, or is it equally so to every transaction?—I believe to all transactions.

552. On the whole, is it your belief that, beyond the *dustoori*, any considerable portion of the payments made to the ryot is abstracted by the factory *amla*?—I believe such is the case sometimes, but not generally. When the planter exercises a due supervision over his servants, they would not dare to make any deductions beyond the regular *dustoori*.

553. Then do you consider that generally, the ryots pocket the greater portion, or nearly all the sums paid to them?—My belief is, that the ryot generally is able to carry away clear about three-fourths of the sum with which he is debited in the factory books.

554. Do you think, that if the factory servants were paid at a higher rate, they would be less disposed to abstract money from the ryots?—There are some respectable servants who, if better paid, would not fleece the ryots.

555. Mr. *Sale.*] Does not the treatment which a ryot would meet with at a factory, very much depend upon the liberality with which he fees the *amla*?—Undoubtedly.

556. Mr. *Temple.*] Then you think he generally does fee the *amla*?—No doubt of it.

557. *President.*] Taking the cost of cultivation of *nij abad* whether by factory ploughs, or by hired labour, as well as the return, is *nij* cultivation generally profitable?—I believe *nij* cultivation can never be profitable, except on chur lands, new or old.

558. Then are we to understand that a concern taking pottas from ryots on high lands would find such cultivation unprofitable?—Such cultivation would be unprofitable if the planter kept his own ploughing establishment, but it might pay by taking new lands, so as to have a rotation, and by hiring ploughs when required, at eight ploughs per rupee.

559. And in *nij* cultivation all the risk must fall upon the concern?—Entirely.

560. Does it then follow, that if *nij* cultivation on high lands be unprofitable to the planter, the cultivation of indigo must be unprofitable to the ryot, when he cultivates for the concern with his own plough and bullocks on his own lands; or are there different circumstances in the ryot's position which might make that profitable to him, which you have admitted, is not profitable to the planter?—No, because if the planter keep up an establishment of bullocks, servants, &c., for *nij abad* cultivation, the whole expense of such establishment would fall upon the indigo, whereas the ryot cultivates many other crops.

R. P. Sage, Esq.

25 May 1860.

561. Would you, or would you not recommend to the planters to extend their *nij* cultivation, and are there facilities for its extension, such as the purchase of *jummas*, or of small pieces of rent-free land, or the taking leases of *jummas*, and so on?—No, I should not recommend a planter to extend his *nij* cultivation, because there would always be an uncertainty from year to year, as to the quality of land he might obtain; but I have no doubt he could always obtain a certain quantity of land, but not enough to keep his factory going through a series of years. I refer now to populous districts, such as Kishnaghur and Jessore.

562. The facilities then would be greater in a *jungly* and less populous district where land was of less value?—I suppose so; but in *jungly* districts, labour would not easily be procurable.

563. Could not a planter, holding a fair amount of *nij abad* lands, make the same profitable by sowing it partly with indigo, and partly with sugar-cane or tobacco, or other valuable produce?—I think not; having seen the experiment tried with sugar-cane and tobacco, and I believe no European farmer could produce either sugar-cane, or tobacco, or any raw material as cheaply as the ryots.

564. Mr. *Temple.*] Is the difficulty of obtaining land on temporary tenure or otherwise, the only reason why you would not recommend planters to extend their *nij* cultivation?—No, I would not myself keep a *nij* cultivation anywhere, except on chur-lands, because the chur-lands can be cheaply cultivated, which is not the case with high soils.

565. Then in fact the planter could not anywhere make the cultivation on the high lands pay?—I am not prepared to say that he could not make it pay, but I should think such a cultivation would be a very hazardous one.

566. Mr. *Sale.*] You have stated that the establishment kept up by a planter on the *nij abad* system is kept entirely for indigo cultivation; is it necessarily so; and, do you know of any instance in which the attempt has been made to maintain that establishment for the growth of any other crops beside indigo, and how has that attempt succeeded?—In all concerns where it is practicable, cold weather crops, such as mustard, linseed, *kalai*, and peas are sown, which to a certain extent reduces the expense of the *nij abad* establishment.

567. Do you think that under such a system of cultivation *nij abad* would pay?—Yes, I think it would, provided the concern held a large proportion of chur-lands. The Kulna concern, the property of Mr. Sawers, and the Akragunge concern, are instances in point.

568. Are you acquainted with the Ramnuggur concern, the property of Mr. Rose?—No, I am not.

569. Mr. *Fergusson.*] Is not the reason why tobacco, sugar-cane, and other crops cannot be grown profitably by Europeans, that the natives will not value the labour of themselves and families at anything, while working for themselves, whilst they charge very highly and do very little if hired for money by Europeans?—I believe that is the reason, and that, when hiring out their labour they do as little as they can help, and the supervision

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R. P. Sage, Esq.

25 May 1860.

supervision of the cultivation becomes a very large item in its cost.

570. Mr. *Sale.*] Who does the weeding under the *nij abad* system?—I have seldom known *nij abad* to be weeded beyond being cleared of large *jungle*.

571. Is that because the planter is less particular when the cultivation is *nij*, or because weeding is less needed?—It is not because weeding is less needed, but because people to weed are with difficulty procurable.

572. What other labour besides ploughing is required under the *nij abad* system?—*Nij abad* plants require to be cleared of all large weeds that can be pulled up by the hand, and then a plough is passed through the plant to loosen the earth. This is what is generally done. The weeding is done by the *Boona* coolies, I believe, invariably. These coolies are generally paid from *Rs.* 3. 4. to *Rs.* 4. 8. during the manufacturing season, and three rupees at other times.

573. Mr. *Fergusson.*] Is it necessary for all factories, with any extent of *nij* cultivation, to import *Boona* or other similar coolies?—I believe in every case.

574. Mr. *Sale.*] Do you think two annas a plough sufficient remuneration for a ryot?—No, because two annas, at the present price of the food which the ryot eats, is barely sufficient to support himself and family, to say nothing of his bullocks.

575. Could you state the average expense of cultivating a beegah of indigo under the *nij abad* system?—If the land is of the kind that requires digging, four rupees a beegah is not too much to cultivate, sow, weed, and cut it; if it requires ploughing only, about *Rs.* 1. 8. less; and if the land be chur, one rupee less than that.

576. Could you state the average produce in bundles of plant per beegah, the measurement of the bundle being at 4½ haths?—The produce of plant per beegah varies according to the soil, culture, and state of the weather, from one bundle to 25 bundles. From exceedingly fine land I have measured a beegah of indigo land, and have measured the plant at 25 bundles. The average of years, however, I conceive to be about eight bundles a beegah of *nij* cultivation.

577. *President.*] Then with the exception of this single cause of dissatisfaction by interruption to the ryot's other cultivation when the ploughs are required, *nij* cultivation goes on smoothly, without quarrels and disturbances?—Yes, quite so.

578. Mr. *Sale.*] Have you ever seen any disturbances, occasioned by the attempt of the planter to get at the ryots' holdings for the purpose of *nij* cultivation?—No.

579. Baboo *Chunder Mohun Chatterjee.*] What is the system of *ryotti* cultivation, beginning with the form and stipulation of contracts with the ryots?—The ryot takes two rupees per beegah in advance, and agrees to give a beegah of land suitable for indigo; also to plough the land sufficiently, and to sow at the proper time; to weed as may be necessary; and to cut the plant when the planter thinks it ready. The planter carts it, in all the concerns I am acquainted with. The contract is generally made or renewed each year, except in Rungpore, where it is done always for three years. The contract is executed on stamp paper of the proper value. When the factory manager has any doubts of the honesty of the ryot, the contract is written out fully on the stamp paper at the time of making the advances before witnesses, but in many cases the ryot is merely called upon to put his mark (also before witnesses) to a blank stamp.

580. Are these blank stamp papers ever filled up?—Very rarely.

581. *President.*] Then what is done if, in the event of a breach of contract, it becomes necessary to institute proceedings?—A planter knows that it is not to his interest to institute regular proceedings against his ryots, and only does so, I believe, in extreme cases. The poor ryots are led by those who are better off, and would rarely refuse to fulfil their contract, but at the instigation or in consequence of threats held out by the head ryot of a village. If legal proceedings, therefore, need to be adopted, it is against the head ryot. The head ryots, in all cases, compel the smaller ryots to sow or not, as they themselves choose to do.

582. Then towards such head ryots is it never necessary for the factories to use persuasion, intimidation, or force?—Yes, frequently it is necessary to use either one or the other of these arguments.

583. Can you state, from what causes generally those head ryots refuse to cultivate, and what kind of force or intimidation you have known to be employed?—Generally some dispute about the particular piece or pieces of land to be given for indigo; and if the head ryots are refractory, I have known their bullocks removed from their possession temporarily, and I have also known the refractory ryots summoned to and kept at the factory, while the non-recusant ryots were induced to sow. The instigators of opposition to the factory being prevented from counselling the small ryots, such ryots are easily led to do what is required of them.

584. Have you ever known of cases in which recusant ryots were kept under restraint, first at one factory and then at another, so as to elude the police if their friends complained of their detention?—Yes, rather frequently at one time. Of late years not often, and at any time only by a very small proportion of the planters; that is to say, the practice of confinement was used by only a few planters, men who were determined to have their own way.

585. Baboo *Chunder Mohun Chatterjee.*] Are not any of these blank stamp papers afterwards written out as *khuts* or promissory notes, instead of indigo contracts, with a view to keep the ryot in submission?—I am glad to say I never heard of such a case.

586. *President.*] You stated that the contract is for one year; did you find any difficulty in renewing the contract with the ryots every year?—Sometimes; and in such cases, if their unwillingness to renew was caused by the loss of the ryot's bullocks, the factory has generally made a loan to the ryot to enable him to replace a bullock or bullocks. Harsh treatment is never used until all fair means fail.

587. Did you never find unwillingness in one year, because the last year's contract had not turned out profitable to the ryot, and he was on the wrong side of the factory books?—Yes, very frequently; I myself have generally been in the habit of reducing the extent of the land to be cultivated by the ryot, and have seldom found any difficulty in getting him to cultivate the remainder. This plan would be generally adopted, I believe, were it not that reducing in one man's favour would

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R. P. Sage, Esq.

25 May 1860.

would cause many, without any reason, to claim a similar reduction.

588. Then are we to understand from this that the ryots would generally wish either to reduce their own cultivation or to get rid of it altogether? No, well-to-do and industrious ryots seldom object to take advances, and those who cultivate indigo badly seldom make much of their rice crop. They are generally bad cultivators.

589. Then are we to understand that good ryots who are willing to take advances find the cultivation of indigo actually profitable?—Yes, I believe they do; I have known some ryots take away money at the time of settling accounts every year, such ryots not being servants of the factory. They were in all cases substantial men, being in command of ploughs.

590. You don't think, then, that such men misappropriated the gains which should have reverted to others, and which should have gone to the dependent or smaller ryot?—In many cases no doubt the richer ryots do, by paying the *amla*, get a portion of the poor ryot's indigo transferred to their account; for instance, for a present of two annas a mohurrir will sometimes credit one or two bundles of the indigo belonging to a poor ryot to his richer neighbour.

591. Mr. *Temple.*] Does it happen that the head ryot makes indigo cultivation profitable to himself individually, by inducing his subordinate ryots to cultivate indigo for him, he pocketing the profits thereof?—Yes, frequently; I have known of several instances in my own factories.

592. It has been stated in evidence that small independent ryots rarely come forward to take advances, do you concur in that opinion?—No, I have known all grades of ryots come to the factory for advances, when there was any peculiar pressure upon them for money.

593. Why are not contracts with the ryots filled up at the time?—Chiefly, I believe, to save the time of the mohurrirs. The blank *kabulyats* are kept for some years and then destroyed.

594. Do you consider that ryots who are on the factory books, are frequently anxious to be released from their connexion with the factory?—Yes.

595. Are such persons willing to pay up the sum outstanding against them and be free?—Sometimes they are, sometimes not; generally they are willing to pay when able.

596. Do men who are willing and able to pay up such outstanding balances come forward and demand to pay up such balances or not?—I have often known them do so, but every planter endeavours to persuade them to retain their advances and work them out.

597. Have you known instances of ryots persisting in their demand of paying up the balance and getting themselves free?—Not when a man was in a condition to work out his balance; I have only known the balance to be received when there appeared no chance of his being able to work it out.

598. Are such as the above very rare?—Very rare.

599. Have you ever known the ryots avail themselves of the summary law for paying up their balances and setting themselves free?—Yes, I have heard of such cases; but have never known one in my own experience.

600. *President.*]—It has been stated to the Commission by several witnesses, that though indigo cultivation was not directly profitable to the ryots, yet that any loss is more than counterbalanced by collateral advantages, such as protection from the planter, loans without interest, education, and medicines, diminished rents, and other acts of kindness; is this within your knowledge and experience?—Yes, most decidedly; I could mention some concerns in which all the advantages stated in the question are enjoyed by the ryots and others; in which some, if not all, of these benefits were enjoyed; loans without interest on particular occasions are, I believe, made in all concerns; all these benefits are found united only in few concerns.

601. Such being your opinion, do you consider that in order to establish harmonious relations between planter and ryot any change in any part of the system is required, or if it is fairly worked by considerate planters the system can go on as it has done?—Yes, I think a change might be very advantageously made by making contracts or *sattas* for three years; the ryot being liable to punishment summarily if he wilfully fail in the performance of his contract, and the planter being also liable to punishment if he refuse to settle accounts with the ryots on the expiration of the term of his *satta*. This plan, I believe, would, in the course of two or three years, bring about such a change in the present feeling of the ryot towards the planter that the ryot would willingly take advances; but, with reference to the greatly enhanced price of food, four instead of six bundles of indigo per rupee should satisfy the planter.

602. Do you think no rise is required in the wages of the *amla*?—Yes, with reference to the price of food I think there should be a rise too.

603. It has been stated to the Commission that in some places not even a rupee a bundle would pay; does that accord with your opinion?—No, I think a rupee a bundle would much more than pay in any concern or village.

604. Then can you furnish the Commission with a statement of the cost of cultivation to the ryot which will show a profit at four bundles per rupee?—Cost of production:—

	Rs.	*a.*	*p.*	
Rent	-	10	-	
Seed	-	4	-	
Cultivation	1	-	-	
Sowing	-	4	-	
Weeding	-	8	-	*i. e.* 4 to 12 annas.
Cutting	-	4	-	
Stamp	-	2	-	
	Rs. 3	-	-	

Average return of a beegah of eight bundles, at four bundles per rupee	*Rs.* 2	*a.* -	*p.* -
One maund of seed from the stumps of the plant	4	-	-
	Rs. 6	-	-
Then deduct,	*Rs.*	*a.*	*p.*
Cost of cultivation	3	-	-
Advance received	2	-	-
	5	-	-
Due at close of season	*Rs.* 1	-	-

Three rupees in the ryot's favour, including seed crop. Then again, in my opinion, the ryot should be allowed to sell his seed where he pleases, instead of its being taken by the factory at four rupees per maund.

605. Then

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R. P. Sage, Esq.

25 May 1860.

605. Then you make a balance of three rupees in his favour, which includes two rupees advance, and so at the end of the season he will have one rupee to receive?—Yes.

606. Do you think this is sufficient inducement for the ryot to cultivate: knowing that he stands exposed to pay *dustoori* to the factory servants out of his receipts, that he rarely can get clear of the factory if he wishes it, and that he may occasionally meet with intimidation and force?—I consider it a sufficient inducement, because I have known many ryots who were perfectly satisfied, and who cheerfully cultivated indigo for a period of 15 years without receiving more than that profit on the average. I left the charge of the Jorada concern in October 1858; I commenced business as an indigo planter in the Kishnagur district in 1840, and my experience extends over that time.

607. Mr. *Temple.*] Do you consider that three rupees per beegah would be regarded by the ryot as an equivalent profit to what he might derive from other crops?—According to the return from other crops, five or six years ago; I consider that indigo would pay an industrious ryot as well as rice, for instance, if not better.

608. *President.*]—Do you think that four bundles per rupee would pay, considering the rise in the value of other crops during the last two or three years?—Perhaps not, in proportion; but considering the great advantage a ryot enjoys in obtaining an advance of two rupees in October without interest, money for which he would have to pay a *mahajun* 60 to 70 per cent. per annum, I think that four bundles per rupee would pay the ryot.

609. Mr. *Sale.*]—Are we to understand from the last answer that the ryots come in October in very large numbers seeking advances from the factory?—Yes, if they are very poor or pinched for money, I have known them to come in large numbers. If the rice crop has been bad, probably half the ryots will come for advances.

610. Baboo *Chunder Mohun Chatterjee.*]—If the rice crop is good, what then?—Then the ryots would not come in such large numbers, perhaps eight or ten out of each village.

611. Mr. *Sale.*]—Among the alterations you propose, is a law for summarily punishing the ryot for failing to fulfil his contract, what do you consider would be a failure on his part to fulfil his contract?—First, in failing to give a suitable piece of land; secondly, in refusing to cultivate that land; and thirdly, in putting in the seed, and then neglecting to take care of it, or wilfully destroying the plant.

612. But supposing him to have carefully cultivated the land and the crop to have failed, would you still have him severely punished?—I would not, nor do I think any planter would.

613. You also proposed to punish the planter in certain cases; do you think, in the present state of courts in the mofussil the ryot has fair facilities for suing out his rights against a planter?—Yes, I think his rights might be ensured by making it compulsory upon the planter and ryot to register each *satta*, so that the expiry of the term could not be disputed. No planter would mind going into the Sudder Station for two days to have his three years' *sattas* registered.

614. Mr. *Fergusson.*] How long were you in charge of the Boribarec concern in Rungpore?—Five years.

615. I believe there are only two concerns there?—Three; one large, one small, and one very small.

616. Was the cultivation then entirely *ryotti*?—Yes, the first three years I was there we sowed about 30,000 beegahs; there was no *nij*.

617. It was chiefly on tobacco lands?—Chiefly sugar-cane and tobacco.

618. Have you any recollection of the number of ryots in the whole concern?—The average was about two beegahs to each ryot.

619. In other respects was the cultivation carried on in the same way as in lower Bengal with regard to the ryots?—Much the same.

620. Had you any *ilakas* or *ijaras* of any kind?—After the first *ijaras* no *ilaka* or *ijaras* belonged to the concern.

621. You had a system of purchasing plant for cash?—Yes, *nuggud khureed*, or cash paid down.

622. What price did you pay?—Four bundles for the rupee.

623. Did you purchase very considerably?—Yes, in some years so much as two lacks of bundles.

624. Did you find that your own plant was sold to you?—Yes, very often; to avoid this was our great difficulty.

625. Do you think this system would be practicable in a district thickly studded with factories?—No, the ryots would sell their indigo, for which they had received advances, to the highest bidder.

626. But the system generally proves that four bundles were remunerative?—Certainly; and the crop, from circumstances of weather, is more precarious, and fails more frequently, than in Lower Bengal.

627. Is there any difficulty in getting advances made to ryots in Rungpore?—None whatever; they are easily received if it be wished.

628. *President.*] In giving these advances to ryots on lands not belonging to the concern, did you experience any difficulty from any party, and did you run any risk of your cultivation being interrupted after the advances were once given?—I never experienced any opposition of any kind. The only thing we had to complain of was the ryot selling the plants to other people. We never were asked for *salamis* from any zemindars, and there are many influential zemindars in that district.

629. How do you account for the want of opposition there, as compared with the opposition which has been stated to exist in districts near Calcutta?—I can only account for it from the fact that the European and native planters of Rungpore have never interfered with each other.

630. Mr. *Sale.*] Is the system pursued by the native planters the same as that of the Europeans at Rungpore?—I believe so; but it is 11 years since I left Rungpore, and labour was then very cheap.

631. Mr. *Fergusson.*] You are now manager and proprietor of Chowkidanga Colliery on the Singarron?—I am.

632. Have you there to make advances to your miners, boatmen, &c., whom you employ?—Yes, to carters, boatmen, miners, coolies, &c., in the same way as to ryots in an indigo factory.

633. Do you find a similar unwillingness to fulfil and desire to evade contracts as you did in indigo factories?—Among the carters many evade their contracts, and the miners frequently decamp with

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with their advances; the boatmen are the most honest of all.

634. Has the price of rice risen much within the last few years?—Yes, very considerably. The price four years ago was 14 annas, and it is now two rupees two annas, and everything has risen in proportion; mustard oil and rice perhaps more.

635. From your knowledge of the ryots at Kishnagur and Jessore, do you consider that they would have assumed their present position towards planters, if they had not been instigated by others?—No, I believe not; for I am aware that the act of resistance to planters has been encouraged by parties who have thought the ryots were oppressed by the planters, and who have been very active since the disturbances in fomenting ill-will against the planters.

636. Are you aware that many planters have been forced, by zemindars interfering with the cultivation, to take *ijaras* and *putnis* from the zemindars at very onerous rates?—Yes; and a previous witness, himself a zemindar, has spoken to the fact. The Katgarra concern had to pay 80,000 rupees for the *putni*, on the jumma of which there was a yearly loss of 5,000 rupees.

637. What was the inducement to pay such an exorbitant rate?—To secure the working of the concern.

638. Baboo *Chunder Mohun Chatterjee.*] At what calculation did you pay the sum of 80,000?—At three and a half years' purchase.

639. Do you consider three and a half years' purchase for a *putni* tenure as exorbitant and enormous?—Yes, certainly enormous, considering that there was an annual loss of 5,000 on the *jumma*.

640. Do you think that three and a half times the gross annual rental is an exorbitant sum to pay for a *putni* lease if there be no loss on the *jumma*?—No, rather a moderate rate, if there be no loss on the *jumma*.

641. Mr. *Sale.*] Do you consider that efforts on the part of the planters to save themselves from losses on *ijaras* or *putnis* taken from zemindars, have had any effect in the production of the present state of ill-feeling on the part of the ryot towards the planter?—I am not in a position to answer that question, not having been in Kishnagur for the last two years.

642. Have you sufficient knowledge of the district of Jessore to state, whether in that district parties that believed the planters to have oppressed the ryots have instigated the ryots to resist the planter?—I have had no particular case of the Jessore district brought to my notice. The cases to which I allude belong to Kishnagur.

643. Mr. *Temple.*] Within your knowledge, do the police extort much from the indigo planters directly or indirectly?—Not when the planter acts legally. When the planter acts contrary to law, of course he is obliged to bribe the police.

644. But as to the general practical result, does the planter usually have to pay the police or not?—Yes, he usually pays the police in case of quarrel. In such cases the darogah invariably sends to the planter for a present, which I believe is generally granted; but I myself have never paid the police.

645. If the police darogah wanted a present from a planter, how would he demand it?—He sends a messenger to one of the *amlas*, and if a present is not given, you are pretty sure to find out that the darogah is displeased at not getting what he expected.

R. P. Sage, Esq.

25 May 1860.

646. Has a policeman ever demanded a sum of money at any time from you personally?—Yes, a police mohurrir, jemadar, and burkundauz have come to me within the last six months, and before also, and plainly asked for a present. The word they used was *bukshish*, and the demand is generally made at the approach of the *doorga* and other poojas.

647. But independently of small presents, has a daroga or other police officer ever demanded of you, personally, or through your servants, a sum of money as a bribe in a case relating to indigo?—Not that I recollect.

648. Do we understand rightly that the presents above referred to, were for small amounts?—Yes, for small amounts.

649. Have you ever suffered inconvenience from refusing to give presents to the police?—I don't recollect any instance, but then I never had more than one criminal case, of any sort, with the zemindar, and that was in the Katgarra concern.

650. Do you consider, on the whole, that the police are disposed to side with any class, say, zemindars, planters or ryots?—It is generally believed that the police side with the party who pays them best, whether zemindar or planter. The ryot, of course, has no chance against his richer opponents.

651. Do you consider that the police, in its present condition, impedes indigo planting or not?—I conceive that any impediment offered by the police would depend upon what they believed to be the wishes of the magistrate. I do not think they would offer any impediment of themselves.

652. But on the whole, do the police offer impediments generally or not?—Not to my knowledge.

653. Is there anything in the present state of the police calculated to impede indigo planting?—It does not appear to me that there is.

654. *President.*] Are you in a position to state whether the recent establishment of more subdivisions has tended to unsettle the relations between planter and ryot, or planter and zemindar?—I have never lived within any of the sub-divisions of either Kishnagur or Jessore. Most of them now existing were not established when I was in Kishnagur. At Raneegunge, from which station my residence is about 5½ miles, I seldom or never see anything of the police.

655. Mr. *Temple.*] Do you know whether indigo planters often obtain the assistance of the police?—I cannot speak to that from personal knowledge.

656. In cases where the planter pays the police, how are such payments entered in the factory accounts?—I don't at this moment recollect having seen such entries; but I suppose that they would come under the head of "law charges."

657. Are the items of law charges in the factory books heavy or inconsiderable?—In some factories heavy, and in others light. It depends upon the temper and position of the planter.

658. Is it to be understood that the items entered in the factory books as law expenses do in reality consist, for the most part, of bribes to the police?—In fouzdary cases, I suppose that the items under the head of law expenses, would consist chiefly of presents to the police and the *amla* of the magistrate's court.

659. Besides the presents above described, what other law expenses would a planter have?—Diet money

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R. P. Sage, Esq.

25 May 1860.

money to witnesses; stamp paper; the mookhtiar's salary also comes under "law expenses." I would distinguish a present from a bribe, by saying that a planter going into court with clean hands, would give the *amla* of the Court a present merely to ensure the evidence of his witness being fairly produced, or not perverted in any way. A bribe would be given to escape justice.

660. Is it the case that a concern may have very few cases in court, either civil or criminal, and yet have to pay large law expenses?—Yes, if *lattials* are kept.

661. Are *lattials*, to the best of your knowledge and belief, generally kept either directly or indirectly in indigo concerns in Lower Bengal or not?—They are not generally kept, but employed when required, either for the purpose of aggression or protection.

662. Is it to be understood that many, if not most factories, have *lattials* who might be called out in case of need?—*Lattials* are to be found in some one village or other, of nearly every concern; men who live by fighting for hire.

663. Did such men exist in the village prior to the establishment of the concern?—From what I have heard, *lattials* have been employed for more than 60 or 70 years past.

664. For instance, in the event of disturbance, suppose a magistrate were to call on the manager of a large concern to furnish some hundreds of armed men within 24 hours, could the manager do it?—In many concerns I believe one or two hundred men armed with clubs and spears, and willing to fight, could, if well paid, be brought together in a few hours.

665. Do such men exist generally in villages all over the country which have no connexion with indigo?—I believe they do. In Dinagepore, in which district there are very few indigo factories, *lattials* certainly do exist.

666. Are *lattials* an ancient institution of the country, or are they the creation of indigo planters?—I believe indigo planters had nothing to do with their origin.

667. Do planters ever use *lattials* to compel ryots to take advances?—For the purpose of intimidation, and sometimes for inflicting injury, I believe they are so used, but only by a very small number of the planters; I have only known two men to do this systematically.

668. Are *lattials* ever used to compel ryots to sow?—My last answer will also apply to this question.

669. Within your knowledge, are the ryots ever beaten by the planters?—Very rarely, I believe.

670. Are their houses ever attacked, or burnt or thrown down?—Yes, I have known of such acts being done.

671. Was that done to compel the ryots to take advances, or to sow in consequence of having taken advances?—Chiefly as a warning to others not to resist.

672. Are the cattle of ryots ever seized with a view of inducing them to take advances?—I believe they are.

673. Is this rare or frequent?—It was a general custom.

674. On the whole, and speaking generally, do you consider that the present system of indigo planting is oppressive to the ryots?—Oppressive, in that the ryot is not permitted to clear his account when he finds he cannot work to his own advantage.

675. On the whole, are instances of actual violence or oppression rare or otherwise?—Instances of violence are certainly rare.

676. Mr. *Fergusson.*] Can you state, from your recollection, what was about the amount of the ryots' balances in the Borabaree concern, when in your charge?—As far as I can recollect, the total amount of balances on the books was nearly two lakhs of rupees, but the real or working balances were about 30,000 rupees, I think.

[Commission adjourned at 5.30 P. M.

Saturday, 26th May 1860.

PRESENT:

W. S. SETON-KARR, Esquire, C. S., President.

Members:—R. Temple, Esq., C. S.; W. F. Fergusson, Esq.; Reverend J. Sale; Baboo Chunder Mohun Chatterjee.

BENI MADHUB MITTRA, inhabitant of Goaltolli, Zillah Nuddea, called in; and Examined on oath.

B. M. Mittra.

26 May 1860.

677. *President.*] IN the limits of what concern do you reside?—Within the Katgarra concern.

678. Have you any lands in that concern?—I possess a *ganti* of rather more than 200 rupees *jumma* and some rent-free lands; there are about 40 or 50 *khood kasht* ryots resident on the *ganti*, and besides that I have a number of *pye kasht* ryots, probably 70.

679. Are you up to this time in possession of this *ganti*?—No, I was dispossessed of this in 1264, Bengali year. Mr. Larmour obtained the *putni* of half of the zemindary, and the other half in lease from the Paul Chowdries. I cannot say in what year he got the *putni* and the *ijara*; the lease will expire at the end of this year. Mr. Larmour said he would measure and assess my lands at double the present rate; the power of measurement and assessing rent is inherent with zemindars, but I had old papers, *i. e. pottas* from the Rajah of Nuddea one hundred years old, which should have been a bar to assessment. No civil suit was instituted against me. Mr. Larmour sent his people and drove me away from my house and gave the *potta* of the land to other persons; I have not been there since. Mr. Larmour never said anything to me about sowing indigo;

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B. M. Mittra.

26 May 1860.

indigo; the only dispute was about the enhancement of rents. I have not been able to complain about this to the courts; I have three times complained to Government. I live in Calcutta, and practice as a mookhtar in the office of the receiver of the Supreme Court.

680. You have stated that you reside in Calcutta; how was it then that you went home and were dispossessed there?—I was not personally dispossessed; my wife and family were driven away.

681. Are you sole possessor of the *ganti*, or are there other shareholders also?—There is another shareholder of 4 annas, by name Madub Chunder Mittra, who has a place at the sugar factory at Kote Chandpore, his rights have also been extinguished with mine; I have not been able to collect a pice of the rents, nor even to gather the fruits of the gardens; I dare not go there for fear of being imprisoned.

682. When this *ganti* was in your possession, you living in Calcutta, who collected your rents?—I had a *gomashta* whose house was knocked down and indigo sown in the homestead; his name was Mohesh Chunder Bose; he complained to the magistrate, Mr. Elliott; but as Mr. Larmour soon afterwards obtained an appointment as honorary Magistrate, nothing was done.

683. Will the papers of the complaint be found at the Nuddea Office?—It is my belief that the papers of the case may be found; I can only speak from what I hear.

684. Did no local investigation take place by the police?—No local investigation took place that I know of.

685. Were the *putni* and the lease obtained before Mr. Larmour was appointed magistrate?—Yes, I think it was in Mr. Crawford's or Mr. Forlong's time; these gentlemen never oppressed me in any way.

686. Was there any other cause of quarrel between you and Mr. Larmour?—I had some garden trees, jack, mango, and bamboo. Mr. Larmour's people cut these down; Mr. Larmour sowed indigo on some of my lands and never paid rent for them; Mr. Larmour's people did not allow me to collect any rents from my undertenants.

687. Do you intend to institute a suit for re-possession, and if so, in what court?—I intend to sue in the courts.

688. Baboo *Chunder Mohun Chatterjee.*] Cannot you state precisely what was the result of your *gomashta's* case in the criminal court?—There are a great many Mussulmans in that part of the country; very many of my ryots are Mahomedans, and, as there was a prejudice against the Mahomedans at the time on account of the mutiny, nothing came of the case.

689. Your *gomashta* had all your papers, regarding the collection of rents; could you not have righted yourself by instituting a suit under Act IV. of 1840?—My *gomashta* left the place; I was in Calcutta, and I thought the roads were beset with the *Saheb's lattials*, and nothing was done.

690. Mr. *Fergusson.*] How far was the thannah, and why did you not complain there?—The thannah was Bagda, and was 5 or 6 *coss* from there, and the people of the thannah are assisting the opposite party. I heard from Chunder Nath Sircar that the thannah people were assisting them, consequently there was no use complaining at the thannah.

CHUNDRA NATH SIRCAR, Resident of Goaltolli, Zillah Nuddea, called in; and Examined on oath.

C. N. Sircar.

691. *President.*] What are your means of livelihood?—I had a *ganti jumma*, and at times I take service; at present I am not employed.

692. How did you lose possession of your *ganti jumma*?—Mr. Larmour the manager of the Mulnath indigo concern is the zemindar of my village. My *ganti* is a *mourusi* (*i. e.* fixed and hereditary) *ganti* of 114 rupees; it is a very old one. Mr. Larmour and his naibs sent for me and asked for more rents at the rate of 2 rupees additional a beegah; in some instances 1 rupee; in others 8 annas; in others even so much as 2 rupees 8 annas. I did not agree to this, on which Mr. Larmour ordered me to be kept two days in a godown; I was so kept for two days under lock and key with a jemadar at the gate. Two days afterwards Mr. Larmour sent for me, and I from distress said, "Let me go home and see what the others say;" I went and remained concealed. About 10 days afterwards, Mr. Larmour sent 25 *lattials*, *i. e.* armed men, but as I was in the habit of concealing myself in another person's house, they could not find me. They surrounded my own house, but I fled to Nuddea; this was in 1264, Bengali year. I preferred a complaint to the magistrate; the magistrate became displeased, and said, "You are come to complain against a *hakim*." He then told me to point out my witnesses, which I couldn't do for fear; I could not go to the village, as that was beset with *lattials*; so my case ended in nothing, and I was unable to sue for re-possession either in the civil or criminal court.

693. Had you any dispute about indigo with Mr. Larmour?—I have no ploughs of my own, but Mr. Larmour used to sow indigo in my fields and not pay me my rent; this was when I still had possession of the *ganti*; he used to sow by force. Through fear I was unable to complain of this; Mr. Larmour's people used to cut down my trees, mango and jack, to burn their brick kilns and to make indigo boxes; I was never paid for them.

694. Have you any other oppression to complain of?—No, except what I complained of at Nuddea; Mr. Larmour's people knocked my house to pieces; I am not able to go there from fear; once or twice I have been attacked by night there.

695. Are you not going to attempt to right yourself either in the revenue, civil, or criminal court, and are you aware of the passing of Act X. of 1859?—I know nothing of Act X., and I can't afford a civil suit.

696. Mr. *Temple.*] Did you not complain at the thannah about your house being pulled down?—No, not at the thannah; but I went and deposited the rents at the civil court, but Mr. Larmour would not receive them. The judge had the rupees counted, and then gave them back to me.

697. Your *mourusi* potta was at a very favourable rent?—Yes, 4 annas a beegah; such rates are not to be had now.

698. When did the oppression about indigo, that you have stated, commence?—From 1263 to 1264,

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C. N. Sircar.
26 May 1860.

1264, Bengali year; Mr. Larmour's people used to cut my trees, and not pay for them, *i. e.* for a tree worth 10 rupees, I was paid one rupee; and indigo used to be sown and no rent paid for the land; all this oppression has increased by degrees.

699. You said that your sub-tenants were forced to sow indigo, was it by you or by the planter?—By the planter; I did not prevent any one from sowing, nor did I tell them to sow; I had no concern in the matter.

700. Mr. *Sale.*] Did you never go to the factory and take advances for yourself or for your sub-tenants?—I never went myself, but sometimes the under-tenants were taken by the peons to receive advances.

701. Was there any other cause of dispute but that of increasing your rents?—No.

702. Mr. *Temple.*] When the peons took your under-tenants to the factory, what happened?—The under-tenants used to come back and say that they were told to sow, some two beegahs, some one; they never showed me any money.

703. Did they never say that they had received advances?—No.

704. You say your *ganti* is gone and you dare not go home, how do you support yourself?—I live on my friends and relatives; I am not in service.

705. What month was it that you complained about the factory, at Nuddea?—It was either in the month of *Sraban* or *Bhadro*.

706. Mr. *Fergusson.*] Was there any rent due at the time you were dispossessed?—There were no anterior balances against me at the time; Mr. Larmour having refused to receive the money, I went and deposited it in court.

707. Was there any other dispute about rents, or about indigo?—There was a dispute about rents. Mr. Larmour wanted to enhance them.

708. Are you in possession of the potta of the old *ganti*?—Yes, it is with a relative of mine at home.

709. How far is your village from any station or sub-division?—Thirteen or 14 *coss*; the thannah is about seven *coss*.

MUDDUN MOHUN BOSE, of Goaltolli, Zillah Nuddea, called in; and Examined on Oath.

M. M. Bose.

710. *President.*] HAVE you any possessions in your village?—I had a *ganti jumma* of 80 rupees which Mr. Larmour has taken away, because I did not agree to pay a higher rate of rent. The Nuddea Raja's ancestors had given my family a potta at a very low rate, at 5 annas 4 pie a beegah; Mr. Larmour wanted me to pay 4 annas more upon each rupee. I was willing to pay 2 annas, but this did not satisfy him. He has also taken away our rent-free lands. Mr. Larmour prevented me from collecting my rents from my under-tenants, and collected them himself. I only complained to Mr. Larmour and not to any of the courts, but the *sahib* wouldn't listen to me. Mr. Larmour used to sow indigo up to my very doors. My nephew lives on the spot. Our house has not been knocked to pieces as those of others have. My under-tenants hold advances. The people of the factory also sow indigo on the lands and don't pay rent for the same. If a man takes four rupees advance, he is not able to clear himself for three generations to come. Some ryots within my *ganti* had sown indigo before Mr. Larmour's time; since Mr. Larmour's time much oppression has been practised. You have only to go to the village and see the deserted homesteads.

711. As you are no longer able to pay your rents, are you not going to institute a suit in the civil court or the collector's?—Perhaps I may; I have no potta, but I have had possession for three generations; my potta was lost by accident.

712. Mr. *Temple.*] If these ryots do not like to sow indigo, why don't they pay up their balances and free themselves?—The factory won't take them, we are not allowed even to speak about it.

713. Did the ryots ever speak about it, or did they take the money in their hands to the factory?—Some of my under-tenants have, but the factory would not accept it.

714. Mr. *Fergusson.*] Why did not the ryots put it under the summary law of 1830, pay their money, and be free?—They are not aware of the law.

715. Mr. *Temple.*] How many ryots, within your knowledge, have taken money to free themselves?—Four of my under-tenants went with money to pay, but were not allowed; this was in 1859-60. They were Imamdi Musulman, Malam, and Fyaruddin Mussulmans; I can't say the other name; it is nigh four years ago.

716. *President.*] Are you afraid to go to your home now?—Yes, on account of the expenses of the *lattials*, who were used in turning me out, which expenses I shall be called upon to pay.

717. Mr. *Temple.*] What is the name of your nephew that is residing there?—Rutton Bose.

718. Do you know what amount of the expenses was paid by your nephew?—I can't say.

719. Mr. *Fergusson.*] Has Mr. Larmour been raising the rent throughout the whole of his zemindary?—Yes, he has in all the villages, but in these two he has been levelling several homesteads to the ground; I can't say the rate all round; he asked us to pay 2 rupees 8 annas a beegah.

720. Mr. *Temple.*] Had the raising of the rents anything to do with the indigo planting?—The raising of the rent affected me; the planting of the indigo, my ryots.

721. Mr. *Fergusson.*] Who was the former zemindar?—Paul Chowdari.

722. How long is it since you have been home?—About five or six years. When I was last there, there was no indigo sown up to the doors; it has been since then. When I was last there, they used to sow indigo on the plain or on waste lands, or if any ryot abandoned his homestead, they sowed indigo on it.

723. Baboo *Chunder Mohun Chatterjee.*] What other oppression was committed?—They cut all our good trees and bamboos, *i. e.* big mango, jack, and tamarind; no other oppression was practised.

724. Mr. *Temple.*] What price did you get for the wood cut?—No price.

725. Within your knowledge, did the ryots cultivate indigo voluntarily, and what advances did they get?—No ryot cultivates indigo willingly, it has always been the same, whether formerly or now. If the ryots hear that they will be allowed to pay off their balances in cash, I think all the ryots of the pergunnah will tender the money to clear themselves.

726. Mr. *Sale.*] Why are they so unwilling?—Those who have once taken advances, can never

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never pay them off. These accounts are never closed; it is for this reason; if any have a bad crop, the balance increases. I can't say anything further.

727. Mr. *Temple.*] How, in the first instance, was the ryot induced to cultivate indigo?—I can't say; how could I possibly say?

M. M. Bose.
26 May 1860.

[Commission adjourned at 3-30 P. M.

Monday, 28th May 1860.

PRESENT.
W. S. SETON-KARR, Esq., C. S., President.

Members:—R. Temple, Esq., C. S.; W. F. Fergusson, Esq.; Reverend J. Sale; Baboo Chunder Mohun Chatterjee.

MICHEL DURUP DE DOMBAL, Esq., called in; and Examined on oath.

728. *President.*] WILL you state to the Commission in what districts you have been employed?—In the Ramnaghur concern in Jessore, in Chowlia, Baboo Khally concern, Jita concern, Bijuli and Sinduri, in all of which I was partly proprietor; and in the Lowlara concern, in Furreedpore and Pubna. At present I am in Soojunpore, in Kishnagur; I have been 37 years a planter; I am now residing in Kishnagur; I sold out of the Ramnaghur concern, in Jessore, in 1847; my late experience relates to Kishnagur.

729. Will you state your system of cultivation at Soojunpore, as to how much is *ryotti*, and how much *nij*?—About one-fourth *ryotti* and three-fourths *nij*. My whole cultivation is about 3,500 beegahs.

730. Is your *nij* cultivation carried on by the servants of the factory, or by hired labour?—By both; I have upwards of 40 ploughs and 150 *Boona* coolies, and can get as many *desi* or indigenous coolies as I wish; I hire ploughs when I need them, at eight for the rupee. I do not find much difficulty in hiring them, as I do not take them when the ryots want them; and when I require ploughs, I moreover make it worth the ryot's while to let them out; I should say I keep up 150 bullocks and buffaloes for the work of the factory.

731. On what kind of tenures is your *nij* cultivation carried on?—I have very few pottas from the ryots; I have them generally from the zemindars; I have *chur* as well as high lands; I have *ijaras* and *putnis* as well as *mourusi* pottas and *durputnis*. It is on the *khass* lands of the *durputnis* that I carry on my *nij* cultivation. The lands are called *nuksani* or damaged, but they are not really inferior lands. On the whole, I find no practical difficulty in carrying on my *nij* cultivation. I found some of the *durputnis* and *ijaras* with the concern when I bought it in 1852; others I have purchased since. I had no great difficulty in getting them; I had some trouble with one proprietor who was wavering a little, as I have reason to believe his servants wanted a *douceur*. For one *durputni*, I had to pay six times the annual rental; it was a small property, but worth a great deal to me. I paid 370 rupees for a *jumma* of 60 rupees. In another case I paid only 1,100 rupees for a *jumma* of about 800 rupees, and in others I paid a like proportion. I have also got some pottas in lease of other lands, which I cultivate as my *nij* and sub-let partly to the ryots. They are renewable after periods of five to seven years.

M. D. De Dombal, Esq.
28 May 1860.

732. Then is it on these same *durputnis* and *ijaras* that you have your *ryotti* cultivation, and how do you carry it on?—Yes; when I purchased the concern, it was customary for the ryots to give eight bundles of plant for the rupee, but having reduced the number of bundles in Jessore to six, to please the ryots, I reduced them in Kishnagur, to the same standard, without being asked, and eventually to four bundles; that has been the price for the last three or four years. I charge six annas per beegah for seed, though I pay for it at the market rate. The ryots are to bring the plants to the factory, and they have of course to plough and weed, as also to defray the cost of stamp paper, which is according to the sum of money that they owe, generally two annas a head.

733. Do the factory servants exact any *dustoori*, or have you any system of fines?—It was never brought to my knowledge that the servants took anything, as my ryots generally confer with me personally, and they have never mentioned any grievances. I now and then fine them for cattle trespass, but this is nominal, as I generally let them off with a scolding.

734. Mr. *Fergusson.*] Does your system, either *nij* or *ryotti*, differ in any material point from the planters around you?—Not that I am aware of.

735. Mr. *Sale.*] It has been stated in evidence that *dustoori* is always taken, but you say that in your concern it is not taken, how do you account for the difference?—Every one has his own practice; I can speak and write Bengali, and I see the money paid in my presence. I believe, in boat and cart advances, *dustoori* may be taken.

736. *President.*] Have you been trying to extend your cultivation lately, and have you perceived a growing disinclination on the part of the ryots to cultivate indigo?—I have increased my cultivation, but the increase is all *nij*; I have found the ryots in Kishnagur disinclined to increase their advances and to sow more lands, which was not the case in Jessore, when I was there about 13 years ago; and from my experience I have found

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M. D. De Dombal, Esq.

28 May 1860.

found that it is much more profitable to a planter to have *nij* cultivation, than dissatisfied ryots, who give a great deal of trouble, and cost a great deal of money.

737. Then, is the Commission to understand that though you keep up ploughs and bullocks at the factory, or have to hire them, you find *nij* cultivation actually to repay you?—I prefer the system, because it gives less trouble. In the long run, I also think it pays better than *ryotti* cultivation, through dissatisfied ryots, who get you into law suits, and involve you in expenses, besides injuring your property.

738. Mr. *Fergusson.*] What do you estimate indigo costs, including everything, on an average of seasons, on your *nij* cultivation, so as to pay you?—For the last eight years the seasons have been so unfavourable that I have just been able to keep myself afloat, working with my own capital. In a fair average season, I should expect to make my indigo at 150 rupees per maund in Kishnagur, landed at Calcutta, inclusive of every expense. In former years, in good seasons, in Jessore, I have made half *nij* and half *ryotti* at 100 rupees a maund. The lands in Kishnagur are, however, not so productive.

739. In *ryotti* cultivation are not the bad balances, which you give up to the ryots, so much added to the cost of the plant?—Yes, the ryots profit by it as if it had been paid him at first.

740. Mr. *Sale.*] Do you, in practice, give up any bad balances to the ryots?—It depends much upon the position of the parties. If good ryots are unfortunate, I give up certain sums to make it worth their while to go on cultivating. In 37 years I have only once prosecuted two ryots in a civil court. They were *gaolahs*, who used to sow their lands willingly in October, and afterwards destroyed them with their own cattle. We came to an understanding that they were to pay me by instalments, which they have not failed to do to this day.

741. *President.*] Then, on the whole, do you consider that a factory, in a populous district like Nuddea, has fair facilities for increasing *nij* cultivation by taking pottas, leases, and so forth, and for finding suitable lands?—No, unoccupied lands are not to be had; I got a *chur* this year, because another party was ousted by court, and the zemindar was willing to give it to me. Almost all the lands in Nuddea, as far as I have seen, are tenanted by the ryots, *i. e.*, if the lands are worth cultivating. The practical and only difficulty is the getting unoccupied lands.

742. Mr. *Sale.*] Do you find any difficulty in *nij* cultivation in consequence of the late rise in the prices of provisions and labour?—Yes, I have been obliged to keep pace, by increasing the labourers' hire; I find the labour of the *Boona* coolies about the same as that of the *desi*, with this advantage, that the *Boonas* remaining at the factory, can be called out at any time.

743. Baboo *Chunder Mohun Chatterjee.*] Could you state the difference of cost between *nij* and *ryotti* cultivation?—In general when the ryots sow in October they sow indigo with other crops, which other crops, namely, linseed, mustard, Indian corn, *kalai* or pulse, &c., are very profitable to them. I never object to this as it induces them to cultivate their lands better. After they cut their cold weather crop, they allow the indigo to stand on the ground till ready for the sickle in July or August, and thus cultivate it with little or no expense save in the weeding, which they seldom attend to unless urged on by the factory people. Those who sow in March and April generally do so after reaping a crop from the land, so that it is difficult to calculate upon the exact cost of the cultivation. It costs them nothing but their time and labour; my *nij* cultivation, including servants' wages, rents, indigo seed, &c., would cost about four rupees. The ryot always ploughs his own land better than he does the planter's. If it costs him one rupee ploughing, he generally doubles with the planters, *i. e.*, if he ploughs one beegah of his own land well with one plough in one day, he ploughs the same quantity badly for a planter with two ploughs, for which he receives at the rate of two annas a plough.

744. Do not the planters also sow cold weather crops with the indigo?—They do, and derive benefit from it, but they cannot thus sow all their *nij*.

745. Do you calculate the cost of your *nij* cultivation at four rupees per beegah inclusive of the profit derived from your cold weather crops?—No, the cold weather crop depends entirely on the season; sometimes it is very profitable, at others, it is a failure. It does not always pay, because planters cannot plough their lands properly, from the want of a sufficiency of ploughs.

746. You stated the ryot to be of late disinclined to sow indigo, can you state broadly the reasons why he is so disinclined?—I believe one of the powerful reasons is the failure of indigo crops for the last seven or eight years running, and the rise in the price of other grain which pays them better. Ryots never give a consideration as to their labour, they only look to the result; otherwise the rice crop, if properly calculated, would give them no profit. They have to weed it three or four times, and even after that a sudden rise of the river submerges the whole, which has been the case for the last two or three years in some parts of Kishnagur; yet they continue to sow on; the cold weather crop in Kishnagur is the main support of the ryots; in this is included sugar-cane and a small quantity of tobacco.

747. *President.*] You have had no difficulty of late with the ryots in your concern?—No, the ryots depend as much on me as I do upon their labour. I assist them in their wants with ploughs, loans without interest, medicines, as well as in various other ways. I had a school which I have been obliged to discontinue, on account of the death of the teacher.

748. Where there has been the difficulty in Kishnagur to induce the ryots to sow, are you in a position to say, whether such difficulty has been increased by any other causes, such as instances of oppression by the planters, extortion by the factory servants, the conduct of the police or of the executive authorities, or any other reasons within your knowledge?—I seldom leave my factory, but from flying reports and from frequent conversations with all classes of men, I have been led to believe that a *perwanna* from Mr. Eden, the magistrate of Baraset, supported by his under officials, as also owing to the dissatisfaction spread by certain missionaries, whose names I do not know; and, lastly, perhaps, from the rapacity of the quarrelling talookdars, who are notorious in the Kishnagur district; I say owing to these causes, the ryots have risen in a body with a hope of driving the planters from the district by the help of Government. I cannot say anything about the extortion of the *amla*.

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749. Mr. *Sale.*] From the communications you have held with all classes, what is the impression in Kishnagur with regard to the nature of that *perwanna*?—That the ryots need not sow the lands for the indigo planters, *i. e.*, they need not fulfil their contracts, and that they would be supported by the police or Government in such evasion.

750. What do you understand to be the nature of the influence exerted by the missionaries over the ryots?—It is said that the missionaries think the ryots an oppressed set, and with their European and Christian notions, they fancy the ryots ought to be better treated, and that they should resist until they are looked upon by everybody as brothers.

751. Are we to understand that the influence of this *perwanna* and the missionary, has not extended to your factory and your ryots?—I never heard of the *perwanna* or the influence of the missionaries until the ryots of the whole district had struck, and it appears that the influence has not extended to my concern to this day.

752. *President.*] This *perwanna* has been much discussed and the strike has extended to some parts of Pubna and Jessore; must there not be some special reason why your ryots did not join in the strike, or must there not have been some other causes at work in other concerns besides this *perwanna* and the influence of missionaries?—I have been told that there are paid agents to stir up the ryots in many parts of Kishnagur and Jessore, backed by the zemindars, and that some of them are at this moment being prosecuted in the Zillah Courts. I am divided from the Burdwan district only by the Bhagirutti, and thus, my being on one side of Nuddea may be the cause of my having escaped the bad influence. My factory is 10 miles from the station.

753. Have there been any complaints against you or any of your servants for the last three or four years in the magistrate's court?—Yes, a few, for *marpit* or assault, and cattle trespass. I have no boundary disputes, and no charges of kidnapping or arson have been brought against me.

754. Mr. *Fergusson.*] Have you had little or much to do with the courts and police?—Very little with either, until very lately, when some of my people were assaulted for preventing cattle trespass, which cases are now pending in the courts.

755. Have you found the courts or the police an assistance or an hinderance to you in your business?—When I first purchased this concern I was in the Santipore Division, and I found that the deputy magistrate there acted like a personal enemy. I represented the case, with my grievances, to the magistrate and judge of Kishnagur, who wrote to Government, and eventually obtained the incorporation of the Nuddea thannah with the *kotwalli* or Sudder Station, since which I have had no cause of complaint.

756. In your concern, have you, within the last three or four years, raised the rents of the ryots who do not cultivate indigo?—No, I have *khattadars i. e.*, ryots holding advances for indigo in my *putni* talook, in my *jyara* village, and also in *be-ilaka* villages; the proprietors have always acted most fairly, and I have found the villagers willing to continue their connexion with the factory, on account of the advantages they derive. In fact, I find the ryots very good, being chiefly Hindoos, and much more manageable than Mahomedans.

757. Do you know of any system under which any ryots sow indigo without advances and sell the plant?—In the Jessore district it used to be carried on on a large scale, and in Kishnagur, and on the opposite bank of the Bhagirutti, in the district of Burdwan, it is still carried on; as to ryots not disliking indigo planting, there is now a case pending in the Sudder where Rajah Pratab Sing's ryots were sworn to having sown upwards of 1,600 beegahs on a *chur* for the purpose of selling the plant to different factories, and the price in general is four bundles for the rupee, the planters paying the conveyance charges.

758. Have you yourself bought that plant?—Yes, I have often bought it in Jessore, not in Kishnagur.

759. But when you bought that plant, did you use the same chain and the same kind of measurements as for the plant that you had made an advance for?—I cannot exactly say that I remember this, but the impression on my mind is, that the measurement is made a little easier to encourage the parties. I mean by easier, that the chains were not held so tight. A couple of years since two zemindars in Kishnagur having sown a *chur* with indigo, the case went before the Kishnagur magistrate's court, and was decided according to Act IV. of 1840. The party who won it, being on terms with me, sold me the plant at four bundles for the rupee.

760. Mr. *Sale.*] According to your knowledge, is the Government generally willing to listen to the representations of planters, regarding the conduct of magistrates and other officers?—When the indigo planters complained about cattle trespass, we were listened to, but the law passed, left us worse off than we were before.

761. Baboo *Chunder Mohun Chatterjee.*] You have stated that the deputy magistrate of Santipore acted as your personal enemy; can you assign any reason for this?—I have been told that it was to serve the Rajas Pratab Chunder and Ishur Chunder, who were at college with him, and were quarrelling with me. My just cases were dismissed, and the complainants fined; and the cases against me and my servants led to heavy fines. The appealable cases decided adversely to me, were all upset in appeal.

762. Had you many criminal cases in court, if so, of what nature?—Simple assault and wounding while I was away from my factory.

763. What parties were defendants in the wounding case?—I myself, my son, my *gomashta*, my collector of rents, and about 25 or 26 servants of my factory; my people were found guilty in the court of first instance, but were released by the sessions judge on appeal.

764. Mr. *Temple.*] On the whole, do you consider that *ryotti* cultivation is calculated to answer to the planter?—Yes, if the ryots act up to their contract faithfully.

765. But within your knowledge and experience, do ryots generally act up to the contract, and are they generally willing to enter into such contracts?—When I first entered the indigo line 37 years ago, planters used to take 10 and 12 bundles for the rupee, and I found the ryots willing enough to take advances: gradually the number of bundles have been reduced to five and even four. I have never found my ryots unwilling to take advances or to settle their accounts yearly, although they must be urged to sow their lands at proper seasons; they have begun, moreover, to show a decided dissatisfaction in regard to indigo planting from causes previously stated.

766. Among

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M. D. De Dombal, Esq.

28 May 1860.

766. Among these causes, you have stated the circumstance that indigo has not been of late years so profitable as other crops, do you consider this to be the chief reason of the present excitement in some districts, or would you attribute it to the other causes?—To the other causes as above stated.

767. Do you consider that if this dissatisfaction, regarding the comparative unprofitableness of indigo cultivation had not existed, it would have been possible for the *perwanna* of the magistrate or the preaching of missionaries to have produced such effects as those, which have been recently witnessed?—Those who have had dealings with the ryots, know that if they can avoid any contract they will do so, especially if supported by any party they consider influential; if the above be not the direct means, they have made matters worse.

768. If indigo cultivation had been a profitable thing to the ryot, do you think that these disturbances could have arisen?—Yes; if, as I say, they are urged on by influential parties, particularly the native landholders, who can make the ryot do anything they like.

769. *President.*] Then would it be possible for *perwannas* of the authorities, for the preaching of missionaries, and for the influence of landholders, combined or separate, to stop the cultivation of sugar-cane, cold weather crops, jute, or tobacco, or any other crop avowedly profitable; is that your opinion?—Combined, yes; but if separate, the ryot would go for help to the planters and try to avoid the annoyances as much as possible.

770. Mr. *Fergusson.*] Do you remember hearing of zemindars, in Eastern Bengal, having endeavoured to put a stop to the cultivation of jute?—I remember having heard something about it, but not caring much, did not pay particular attention thereto.

771. Mr. *Temple.*] If the cultivation of indigo is not profitable to the ryot at the present time, can you suggest any terms that might satisfy the ryot so that he might be willing to continue the cultivation?—No, my ryots never having complained to me, I cannot suggest anything.

772. Then you think that if the price of four bundles be accompanied with collateral advantages the ryot may be satisfied, although the rate be not of itself remunerative?—Undoubtedly; and I do not know that the indigo planter can alter the number of bundles under the existing prices of indigo and chances of bad seasons, without being exposed to ruin.

773. But if better terms be allowed to the ryots, could not a higher price be demanded for the indigo?—Higher prices could be demanded for indigo, but this is doubtful, and if the price of indigo were to rise, this staple would meet with competition from rival countries where it may be produced cheaper, and thus the present planters would be ruined and indigo planting altogether fall to the ground.

774. Are your ryots generally in debt to the factory, or do they clear off their balances season by season?—In general they are in debt, but a few have cleared and taken new advances. It is owing to a run of bad seasons. I have, however, given up yearly a portion of their balances to make them hold on to the factory.

775. Previously to the run of bad seasons were your ryots free from debt?—Yes; in Jessore for a number of years I paid them what is called their *fazil* or excess, after they had cleared their balances. The impression on my mind is, that while at Ramnaghur, I have paid as much as 7,000 or 8,000 rupees a year as *fazil* to the ryots, besides advances of two rupees per beegah. At that time the ryots used to give me six bundles for the rupee; since those days those very concerns have sunk 200 or 300 per cent. in their produce owing to various causes.

776. Do *fazil* or excess payments ever occur now?—No; the indigo seasons have been very bad for the last seven or eight years.

777. Do you think the land exhausted?—No; the defective seasons have been caused by bad weather.

Reverend Frederick Schurr, Missionary, Church Missionary Society, called in; and Examined on oath.

Rev. F. Schurr.

778. *President.*] Will you state in what part of Kishnagur you have lived, and for what time; and can you state what is the feeling of the ryots as regards indigo?—At first I lived for two years and eight months at Ruttonpore Mission, a mile east of the Ruttonpore factory, and since December 1849, I have been living at Kapasdanga, within about a mile of Nischindipore factory. At first, while living at Ruttonpore, I had charge of a small mission station, Jaoginda, within Mr. Roberts's concern, but for the last few years it has been the property of Mr. James Smith. From the first, in 1849, I heard many complaints about indigo cultivation from the ryots. I spent occasionally a few days at an out-station, and heard many complaints about oppression and unfair conduct on the part of planters in regard to indigo cultivation; some cases were brought to my notice by the Christians, whereupon I either spoke or wrote to the proprietor of the Amjoopi factory. In a few cases relief was granted, but at last the proprietor refused to listen to any more representations. Whilst living at Ruttonpore, several cases of injustice on the part of indigo planter's servants were brought to the notice of my brother missionary, and on his either speaking or writing to the planter at the Ruttonpore factory, he granted immediate redress. At Kapasdanga, I found first only a few Christian ryots cultivating indigo, and I was told that they had willingly taken the advances from the factory some fifteen years ago from the present time, as the cultivation of indigo was then a little more profitable than it has ever been since. The reason for taking the advances, I have been informed, was, that they were at that time in great want of money, and could not obtain it anywhere else. Since I have had charge of Kapasdanga the cultivation of indigo by Christian ryots has considerably increased, but I am not aware of one instance in which the ryot has taken the advances of his own accord. They have been induced first by my persuasion, in order to live peaceably with our neighbour, as the planter was holding the lease of the land, and gradually a few new men were told that they must cultivate indigo; the condition was, that if they did not cultivate indigo they would not be allowed to cultivate their own lands for any other crops.

779. Can you state if there are any other causes which have made the ryots more averse to sow than

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Rev. F. Schurr.

28 May 1860.

than they were before ?—The chief cause is, that the cultivation of indigo is very unprofitable to them, on which account the planters are under the necessity of resorting to compulsion, such as threatening them with withholding their lands for other crops, or abducting their cattle, or fining them, or imprisoning them in the godowns; one such instance I have seen with my own eyes, I refer to a case of abducting cattle or beating the ryots. My own Christians have been threatened twice with the loss of their lands for cultivating other crops. In one case the European assistant told me himself that it was the planter's intention to do so. Two or three days after I heard from my catechist that the proprietor had called upon the Hindoo ryots who hold *jummas*, and demanded of them the withholding of their lands from the Christian ryots. I may mention that land is so much occupied by ryots with tenant rights that Christian ryots have to obtain lands for their cultivation from such tenants: the Hindoo ryots represented to the proprietor that the Christians were very peaceable neighbours, they paid their rents regularly, and if they had to onst them they would not be able themselves to cultivate that land or procure other ryots, so the matter dropped. There was another instance of the same kind when land was on the point of being taken away. I just now remember one man cultivating two or three beegahs for rice, and the manager demanded that he should sow half a beegah of indigo or give up his rice cultivation altogether. The man actually threw up his cultivation for two or three days, and then went to the factory and took the advance for half a beegah, as he had no other means of subsistence. The whole community was threatened, but only this one man gave it up. I remember an instance of a Christian who had been living within the Ruttonpore concern; his son, being in my employ, the whole family were anxious to settle at Kapasdanga, and so left their old abode. The manager of the Ruttonpore concern demanded that the man should sow a quantity of indigo for which he had received advances, which the ryot objected to do, stating his willingness to cultivate the same quantity of land in the Nischindipore concern, and that his name and debt only should be transferred. This at first not being acceptable to the planter, one Sunday morning, when all the Christians were assembled in church, some of the Ruttonpore factory servants abducted that Christian's cattle from the fields and took them towards Ruttonpore. The cowboys running in gave notice, and all the Christians ran ont and rescued the cattle; I was just then on a visit to the Kishnagur station for two or three days when I received information of it on Sunday evening, I immediately returned home on Monday morning, and found the case as I had been informed. My friends informed the magistrate of Kishnagur of the occurence, who showed his willingness immediately to afford redress, but I considered it more in accordance with Christian doctrine and practice to speak first personally to the planter, who, admitting all the facts, apologised to me, and granted the transfer of the advances and debt to the Nishchindipore factory. In July 1856, some seven men, Christians, received advances for carts to carry indigo. The Christians desired the planter and dewan, or gomashta, before beginning their work to give them receipts, viz. *hath chitties*, for their daily work, which was agreed to. They went for some days to their work and they received their receipts, but the servants began to make excuses, and they did not receive the receipts regularly; whereupon the Christians stated that they could not carry indigo any more unless the contract was adhered to by the planter's people by giving them their regular *hath chitties*; the gomashta came to me, and I requested him to procure the receipts for the Christians, promising that if he brought them on that day, in the evening, the Christians should fulfil their contracts, and myself would see them do it. The following morning (July 31st 1856) the *hath chitties* did not come, nor did the Christians go to carry indigo, but an *amin* came and told the Christians that that day their cattle would be taken away. I disbelieved the statement, saying, "that no such thing could be done to them." But at 4 p.m., when I was writing at my desk, two or three men came running in, saying that the *lattials* had taken the Christians' cattle away. As it had been so often asserted that missionaries listened only to false stories of natives, I had my horse immediately saddled and rode out in the direction of the factory. Near the bazar, I overtook some 35 head of cattle, and when the clubmen saw me they ran away, and I rode round the herd and turned them back; some of the Christians running after me took the cattle home; I was then told that another herd was coming up from the river side driven by *lattials*, I rode in that direction, and close to my day school the cattle came up, some 80 head. I rode along, and an *amin* with some eight *lattials* was in the rear of the herd. Immediately he saw me, the *amin* called out, "*khurra raho*," stand! "*Sahib ke maro*," beat the *Sahib*; twice he used these words; I had only gone out to be an eye witness, so I called out "*ami dekhiyachi*," or, I have seen it, turned my horse round and galloped away, and I am told that one of the *lattials* attempted to take hold of the bridle of my horse, and to aim a blow at me,, which fell on the syce. Returning home, I wrote to the planter briefly stating what had happened, and he returned rather a sharp reply, telling me to mind my own business. I immediately wrote off to the magistrate, who promised to send out the *kotwali*, or town daroga, as soon as he could get bearers. The cattle were taken away on Thursday; the daroga arrived on Saturday morning. He began at once to inquire of me and the Christians, after which he proceeded to the Dumnhooda Thannah, to which the planter had sent the cattle (the Cattle Trespass Act was not then in operation), and found them there. They were sent on the pretence that they had been on the indigo; but within several acres of land, to my certain knowledge there was not a stalk of indigo. Mr. Grant, the Post Office Superintendent, was just then living in the factory, opening a new post office; he, hearing from me of the occurrence, was anxious to make it up between the planter and me, and for this purpose came over to me. I stated I had not the least ill-feeling towards the planter, and to convince him of my sincerity, I promised to go over to see him that evening, Saturday. On my arrival, the planter began to speak at once about the case, and pressed me hard to come to an accommodation rather than to make a complaint, on which I at last yielded to the request and to his solemn promise that in future nothing of the kind should happen to the Christian ryots. The magistrate had given the daroga a good character, and he acted up to that that character. As to fines I

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Rev. *F. Schurr.*

28 May 1860.

cannot recollect a case of this nature occurring among my Christians, but I have generally heard complaints when preaching in the villages of heavy fines having been inflicted; I make no inquiries of their sufferings or the injustice and oppression practised towards them: but when preaching or speaking to them about justice, kindness, holiness, charity, &c., the villagers frequently speak of the wrongs which they suffer under the indigo system. As to confining in godowns, &c., I can mention no case of my own personal knowledge; none of my Christians have complained of being confined, but others have. In one case a native Christian, not my own, but Mr. Lincke's, was imprisoned; Mr. Lincke will be able to give particulars. A servant of mine saw two men imprisoned in a godown.

780. Have you any personal knowledge of any graver acts of oppression on the part of the planters or the servants of the planters, such as severe beating, arson, destruction of houses, and outrages on women?—Some nine years ago, the European assistant of the factory required ploughs for the *nij* cultivation after a shower of rain; he came into the field and demanded all the ryots, Christians and others, to leave their own rice cultivation and go into the indigo field; one Christian requested him to let him just finish his work, and he would go immediately when done, upon which the planter aimed some blows at him, but the ryot escaped the blows by running amongst his bullocks. The Christian came running in to me, and I promised to speak to the planter on his return. A little while afterwards I was told that the planter was at that man again, whereupon I ran out and saw him aim the blows at the man, which he escaped. I went up and remonstrated with him; he acknowledged he was not right in what he had done, but that he was acting under the orders of his master, and that he would go home and tell him about it. The following morning he came again into the village; I asked him, well, have you told your master? He said, yes; and what did he say? He said that "he would not give any more lands to Christian ryots." On another occasion a ryot came to me for medicine, because he had just been beaten by the planter in the fields, for allowing some cattle to stray into the indigo; I saw one wound and some bruises on his arm. Some 12 years ago I paid a visit to another missionary, and at breakfast time he spoke to his wife of the outrages of the neighbouring planter and of his threat of burning down a certain village; at that time I was astonished to hear of such things occurring, and after breakfast we both went to the top of the house, where he pointed out to me the direction of the village, and I saw the smoke arising; I think it was in the cold season; I was new to the country and did not understand these things. I have no personal knowledge of pulling down houses; but I remember one case in particular about a *haut;* I was then living in a tent for some days, and people pointed out to me where a good many shops and houses were standing, and affirmed that a certain planter had burned down the place. They did assign a reason, but I forget it, as it is so long ago now. A few miles from that place where I happened to pitch my tent, I saw another village with the vestiges of very respectable houses, which had evidently been inhabited by prosperous ryots; I was also told, that the planter had desolated the place, because the ryots would not agree to his terms; it had the appearance of having been once a prosperous village. I know no instance of any outrages on women to my personal knowledge; no one has ever complained to me of the abduction of his wife or daughter; but only a few days ago the ryots of one village said, in my presence, "We will tell the Commissioners what oppression they have practised on our women." I have not heard much on this head. I am quite sure that not one instance of the kind has happened to my Christian ryots.

781. Some of these cases happened some years ago; can you give the Commission your opinion as to the particular causes which made the ryots so unwilling to sow this year?—I believe one cause is the aggression of the indigo planters upon the ryots' lands for *nij* cultivation; I mean particularly the fertile lands round the village, such as the foundation of old houses and dwellings which the planters have had dug up by their *Boona* coolies for their own cultivation; the people are vexed at that, because if cows stray into the indigo unawares, they are fined for it, and it deprives the village of its privacy. Another cause is, the weeding of indigo with the weeding knife, which was not known a few years ago, which costs them a great deal of money, and deprives them at the same time of the leisure to attend to their own rice cultivation and other crops, to compel them to attend to indigo. In many cases, their ploughs are kept in charge of the factory people, to secure attention to the *nij abad*, and during the weeding time, in many instances, their ploughs, horses, &c., are taken away and kept with the planters' servants, to ensure their attention to the weeding of the indigo. Another reason is, the oppressive measure that has been resorted to to ensure the better growth of indigo, which is either breaking up the clods with hoes or removing the clods from off the field. No doubt another cause of the unwillingness of the ryots, is the high price of provisions and the unproductive nature of the indigo crops for the last few years; I have heard many ryots declare that they and their families are now on the point of starving. The ryots have not time to attend to the rice cultivation. I have seen many rice fields overgrown with weeds, in consequence of the ryots not having time to attend to them, and in many cases the people cannot sow their rice, being compelled to attend to the indigo. Another circumstance has, I think, given the ryots courage to bring their grievances to the notice of the authorities. The ryots of one village complained to the magistrate of Kishnagur about the hard conditions they were placed under to the planters. Gradually several villages joined, and the movement having begun before the time of making advances, the magistrate released them from the obligation to cultivate indigo forcibly. This spread like wildfire among the indigo ryots, and petition upon petition was poured into the magistrate's court. A *perwanna*, not the *perwanna* which has been so much discussed, was placarded by the magistrate of the sub-division. This encouraged the ryots to petition the magistrate for redress.

782. Do you think that a well-known *perwanna* issued in the Kalaroa sub-division had anything to do with the dislike of the ryots to sow, or that they imagined that it was the desire of Government that they should not sow?—I did not hear about the *perwanna* till I saw a discussion in the papers. Since that I have heard it from the ryots in a few instances, by way of allusion.

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Rev. F. Schurr. 28 May 1860.

allusion, some three or four months ago. The impression I have received is, the ryot thinks, that the Government intends administering even-handed justice, and will no longer allow the forcible cultivation of indigo. I lay particular stress upon the word forcible. If indigo cultivation were profitable to them, they would have no objection to cultivate it. At present they are as much afraid of indigo as of a snake; and many have declared most emphatically, in my presence, that they would sow no more indigo under any circumstances. I have seen ryots stand up and say (putting their hands up to their throats), "Let the Government cut our throats and send soldiers to kill us with bullets, but we will not sow indigo."

783. Baboo *Chunder Mohun Chatterjee.*] Have any of your Christians been imprisoned by the Summary Indigo Act?—No, because I persuaded them to submit to the Act this year; and several Hindoo and Mussulman villagers in the neighbourhood have followed the example of the Christians.

784. Mr. *Sale.*] Will you state what is the nature of the advice you have been giving to the ryots regarding the indigo question?—Before the passing of the Summary Act, I advised the ryots in my neighbourhood to submit quietly and patiently to the planters, and by no means to commit any outrage or any illegal act, and to carry their grievances to God; but in case they should be unable to forbear any longer, they should respectfully represent their hardships to the constituted authorities; and the ryots have done so.

785. If a poor man is oppressed, do you think he finds it easy to get redress from the authorities?—It is now much more easy than it ever was before, because several magistrates have been appointed to subdivisions in the district, consequently the officials have been increased, and the courts being much nearer to their habitations, the ryots have found it more feasible to seek for redress; and as far as I know, the magistrates have been much more accessible to the ryots than formerly, in consequence of the non-intervention of the *amlas.*

786. You said in a former answer that you lay a great stress upon the word "*forcible*," are we to understand from that, that the cultivation of indigo is, in practice, a forced cultivation?—Yes, as far as my knowledge goes.

787. Mr. *Temple.*] In what way is it a forced cultivation?—In the way I have already described it.

788. Mr. *Sale.*] But we are told that the ryots take advances, and enter into contracts, and that having got the money, they try to evade them; is this true according to your belief?—I previously stated that a few of my Christians took advances some 15 years ago, but to the best of my belief, I have never seen any ryot, for the last six or seven years, who has willingly taken advances, except under a certain pressure.

789. Is that constraint always imposed by the planter?—I believe that, in many instances, the servants are to be blamed; they make a traffic by extorting money; I mean the smaller servants.

790. You have stated that indigo is not profitable, can you give us any proofs of that?—I put in a *jumma khurch*, or regularly balanced account of nine of my Christians. Those accounts are for the last season with the Nischindipore concern. They show the amount for the cultivation of each beegah of indigo, at an average of five rupees, and the subsequent loss. In every case there has been a loss to the ryot.

791. Mr. *Temple.*] Are those cases that you mention exceptional or fair average cases?—My opinion is, that they are rather in favour of the planters.

792. Was this last season a good one, or a bad one?—It was a bad one.

793. Supposing the cultivation of indigo is in itself unprofitable to the ryot, does not the planter offer the ryot various collateral advantages, which, on the whole, might make it worth his while to sow?—I know of none such at present existing, except in a few cases; in former times they had schools. In the Mulnath concern there was a hospital for men and women, besides the school. There were other schools in the out-villages.

794. Does not the planter lend sums of money to those ryots who give him satisfaction?—Besides the advances, I know of none.

795. Is it not often a great convenience to the ryot to get the cash advances at the very time he wants money?—I know positively of a few instances mentioned above in which it was an advantage; but now I am not aware of their getting much money in hand in October, when the advances are made, and I think that the ryots would rather be left alone.

796. Does not the ryot ever place himself under engagement to the planter to obtain protection from him as against the zemindar?—I am not aware of any such instance.

797. In cases where the planter has acquired proprietary power, either by means of lease or *putni* tenure, or otherwise, does he not mitigate the rent upon the ryot's land generally, on condition that a portion of it be sown with indigo?—I am not aware of any instance.

798. On the whole, do you consider it possible that so large a number of ryots could be absolutely forced to cultivate indigo for such lengthened periods, unless at least there were various inducements of some kind or other held out to overcome their unwillingness?—If the ryots enjoyed the benefits and protection of the law, like the English peasants or peasantry in Europe, I should consider it impossible; but the terror in which the ryots have been kept sufficiently accounts for their submission; besides that, an erroneous opinion seems long to have existed among them, that the Government had a share in all their profits, and being loyal subjects, they submitted to the present necessity; as soon as they were disabused of that opinion, up they rose.

799. At what time did a change in their opinion take place as to the interest of the Government in the indigo concern?—Gradually, for the last six months; light came upon light, and now they are quite sure the Government have no interest, as the magistrates have given heed to their complaints.

800. Can you trace the origin of the change which has occurred within the last six months?—I cannot trace the origin, but the *perwannas* have had a great deal to do with it; I mean the Lieutenant Governor's and Mr. Herschel's.

801. Have the ryots imbibed any impression that the Government is hostile to indigo cultivation, or that it desires that a fair opportunity should be afforded to the ryots?—I believe the latter

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Rev. F. Schurr. — 28 May 1860.

latter to be the case. I believe the ryots entertain this opinion of Government, that they will henceforth render indigo cultivation optional, and treat the Bengali ryots as free subjects.

802. You have stated that the magistrates have admitted the ryots to a full hearing; could you state how they are heard now, and in what manner they were not heard before, *i. e.* what new mode of hearing now prevails?—Formerly all the petitions used to be written on stamp paper, and without the intervention of the *amlas*, the ryots could scarcely come near the magistrate; but now some of the magistrates listen to their complaints in person.

803. Have not many ryots' balances in their favour to be received by them at the end of the year from the factory?—I believe a great many receive balances in their favour; but these are quite disproportioned to what is properly their due.

804. Is the compulsion you speak of on the part of the planter to the ryot moral or physical?—Both combined.

805. In those cases where the ryot has excess of *fazil* to receive, why does he take fresh advances?—He cannot help himself. There is such moral influence brought to bear upon him, that if he refused, physical force would be applied.

Commission adjourned at 5.30 p. m.

Tuesday, 29th May 1860.

PRESENT:

W. S. SETON-KARR, Esq., C. S., President.

Members:—R. Temple, Esq., C. S.; W. F. Fergusson, Esq.; Reverend J. Sale; Baboo Chunder Mohun Chatterjee.

Rev. F. SCHURR'S Examination continued.

Rev. F. Schurr. — 29 May 1860.

806. Mr. *Fergusson.*] ON behalf and at the desire of Mr. Forlong I have to inquire whether any of the instances of oppression, &c., related by you refer to that gentleman?—Yes; the second attempt to take away the lands from my Christians occurred when he was in charge of the Nischindipore concern, as also the case of the ryot who was required to sow half a beegah of land; as also the case of the two men kept in the factory.

807. Is not Mr. Forlong landlord of nine-tenths of the lands occupied by your Christians in Ruttonpore and Kapasdanga?—Mr. Forlong has the *ijara* of the Kapasdanga village; I cannot, however, speak exactly to the extent of his rights in land. The landlord of Ruttonpore village is a Hindoo; his name is Pran Kisto Pal; and I understand that the Christians cultivate a small portion of land belonging to the Ruttonpore concern.

808. During the seven years that Mr. Forlong has been there, did you ever bring any act of oppression or injustice to his notice?—I did, in a few cases.

809. Was not Mr. Forlong always willing to redress anything that you thought wrong, and did he not repeatedly ask you to bring to his notice any oppression on the part of the factory?—In the cases that I brought to his notice he granted redress, and he also asked me to bring such cases to his notice, upon which I generally acted, although I did not always do so in person; I sent my catechist in several instances. My reason for not speaking to him on the subject of his taking away the ryots' lands was, because we were not on speaking terms at that time.

810. Since you have been in charge of the Mission, has the number of your converts increased, or the contrary; I mean adults?—They have been pretty stationary.

811. Are they chiefly agriculturists, or are they handicraftsmen, or day labourers?—When I first took charge of Kapasdanga, the majority were day labourers and servants to the mission; but by establishing a loan fund for them, which is managed by the catechists, and readers, and the Mundals, they have increased in prosperity, so that most of them are now cultivators.

812. Generally speaking, what class of people were they; were they Mussulmans or Hindoos?—A large majority were Mussulmans; there were but few Hindoos.

813. Do you find that their character is much improved as to truthfulness?—I do find that they have considerably improved. There are some instances in which, it is my firm belief, that they are thoroughly truthful.

814. Do you know a ryot of the name of Kanai Mundal, a Christian of Kanaidanga, and are you aware that he and his father have had dealings with the factory as indigo ryots for a long period?—Yes, I do know him; I know the man cultivated indigo, but cannot say what his father did.

815. Have you any reason to doubt the correctness of this account put in, which commenced with a balance of *Rs.* 11. 6. against the ryot, and terminated with a balance of *Rs.* 137. 15. in his favour at the end of one year?—I have no reason to doubt the correctness of this statement, for the man himself told me that he had received above 50 rupees for plant, and the amount of 16½ maunds of seed, at the rate of four rupees. However, if the man had been allowed to sell the seed himself at the market rate, he would have realised 25 rupees a maund.

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816. Is there not an agreement with the factory according to which the ryot agrees to give the seed at four rupees a maund, whether the market rate be more or less?—I am not aware of any such agreement; but I know that the planters do take it at that rate, of which the ryots most bitterly complain.

817. But does not the planter give the seed to the ryot for sowing also at the fixed rate of an anna a seer, or *Rs.* 2. 8. a maund?—I have often heard from the planters that they give it at the rate of four rupees, and on that ground take it from the ryot at that rate; and I have heard the same statement from ryots.

818. And do you consider the gain of the ryot on the one side as equivalent to his loss on the other?—I consider the ryots who raise seed to be great losers.

819. Do you know if the man Kanai Mundal has gone on cultivating indigo for Mr. Forlong?—Before I came down to Calcutta, the man came to me, and I learnt from him in general that the ryots of his village had sown some indigo, in compliance with the new Act; but I made no particular inquiry about his case. However, from the tenor of his statement, I believe he had also sown some.

820. Could he have any objection to sow indigo if he got a similar result to that shown in the account above referred to?—If he had his own choice, I do not think he would sow indigo, with a prospect of a similar result, because he told me that his expenses for the cultivation of the 16½ beegahs of indigo exceeded what he had received.

821. But if he is a man who receives 130 rupees, and owes nothing to the factory, how could he be made to sow if he did not wish it?—The man would have remained under the apprehension of some violent means being used if he did not sow.

822. Have you, in your own knowledge, known of such violent means being used?—Yes, I have, such as those I mentioned in my evidence yesterday.

823. From what you know, do you consider that the planters live as moral lives as the Government officials in the district?—Taking them as a whole, I do not think that there is much difference.

824. Are you acquainted with the character and general dealings of Pran Kisto Pal, the landlord of your ryots at Ruttonpore?—I have heard a good deal about him, and, with regard to my Christians, I have every reason to be satisfied with him as a landlord. In some instances he has reproved his *gomashta* for harsh treatment to the Christians, and he has told my catechist to write to him should he have anything to complain of.

825. Do you know at what rate he charges when he makes advances of grain or cash to ryots?—No, I do not know, as my Christians have no dealings of that description with him, their only transaction being confined to the payment of rents; but I understand the rate to be, on grain, a maund and a half for one maund, given as they require it. I believe the general rate of money lent is one anna on the rupee per month.

826. Have you heard that Pran Kisto Pal in his *talook* villages sweeps into his own *golas* the full crops, and fixes his own price?—I have heard of some instances of the kind.

827. Is it not usual for *mahajans* to take grain and other produce at prices fixed beforehand, when making advances to ryots?—I am not particularly acquainted with this subject, but I believe that there is a general understanding with the ryots and the *mahajans* that the cultivators shall give their grain at the harvest-time at a fixed rate, at whatever the market price may be.

828. Mr. *Sale.*] Is that rate fixed every year when the advance is given by the *mahajan*, or does the rate continue fixed for a series of years?—If agreements are made, I believe they are only for a season. I wish to correct what I stated in a previous answer. The rate of interest charged by the *mahajan* is half an anna; not one anna. One anna is the common rate between servants and others.

829. Mr. *Fergusson.*] Do you think a ryot has the best chance of being prosperous under a planter zemindary, or under a *mahajan* zemindary?—I have seen so little of native zemindaries that I cannot form an opinion on this subject.

830. Do you know what is the average return of rice per beegah in your neighbourhood in maunds?—I have made no inquiries recently; but formerly I made some passing inquiries, and I think that people told me they obtained from one to two and a half *bish*. A *bish* is equivalent to about four maunds. This is the rice in the husk; besides, there would be the straw.

831. Can you state the return from rice cultivation per beegah?—I have an idea that the return may on an average be at *Rs.* 2. 8.; I mean all kinds of rice. That is the profit after deducting all the expenses, such as ploughing, harrowing, weeding, cutting, carrying, thrashing, rent, &c.

832. Mr. *Sale.*] Do you intend that your average of *Rs.* 2. 8. per beegah should refer only to your calculations made some years ago, or to the present time, with rice at the present prices?—I believe the return is about the same now as it was some years ago, because the ryot's expenses for food and agricultural pursuits have increased in proportion.

833. Mr. *Fergusson.*] I believe the quality of ground suited for rice is not very good in your neighbourhood?—I have seen rice grown in almost every part of the country round Kapasdanga; but in the neighbourhood of Ruttonpore, the soil being sandy, cold weather crops grow better than rice there.

834. Are you aware that a considerable quantity of rice has been frequently imported into the district, and that the Nischindapore concern has imported some?—I know that much rice is being imported from the Eastern and Western districts. Mr. Hills told me several years before he went home, that during the famine in 1838 he had imported quantities of rice for the benefit of the ryots.

835. What is generally the tenure of the Mussulman and Hindoo ryots in your neighbourhood; are they tenants at will, or what?—Many have old *pottas* or leases at fixed rents, and many are tenants at will; by tenants at will I mean that I believe they are not liable to ejectment so long as they pay their rents.

836. But, in practice, has not the landlord the power of raising the rent on the latter class of tenants?—I believe he exercises a discretionary power with regard to the tenants at will.

837. If the present movement against indigo planting

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Rev. F. Schurr.

29 May 1860.

planting is successful, would not the result be the loss by the planters of the indigo balances due by the ryots?—If the balances were received by the planters, I believe all those ryots that could afford it would pay them off at once, as I have heard from many that they were willing to do so, and would even sell their bullocks or other property with a view to get out of the factory books.

838. What would be the proportion of the amount so paid, in one or two years, to the whole amount of the balances?—My impression is, that they would pay off the whole of the balances in two years.

839. Are you aware that the indigo balances in the Kishnagur district amount to perhaps 50 lacs of rupees; supposing that to be the case, do you think it possible that anything near this amount could be realised from the ryot?—Had I the number of the ryots in Kishnagur, I could answer your question.

840. Mr. *Sale.*] Do you think that the planter's estimate of the balances, and the ryot's estimate of the balances, would agree?—Certainly not; for if the ryots brought up their losses for many years past, the balances against the planter would be very heavy.

841. Do you think, from what you know of the ryots, that they would be disposed to pay a fair and equitable amount to the planters as balances?—I believe they would do so most cheerfully, in order to get rid of the advances for the forced cultivation.

842. Mr. *Fergusson.*] The outlay of the concern under Mr. Forlong's charge is about three lacs of rupees annually; do you not think that the disbursement of such a sum of money is of great advantage to the people, giving them employment, wages, and means of consuming the produce?—Many, I believe, are benefited by obtaining direct employment and pay from the factory; but I believe that the losses in the cultivation of indigo counterbalance many of these benefits.

843. Mr. Forlong states that in the villages constituting these concerns, there are 7,50,000 beegahs of land cultivated, and that out of that 94,000 beegahs are cultivated with indigo; does it not therefore appear, that if indigo cultivation was put an end to, there would be something less than a lac of beegahs available for other purposes; and do you think, that for that object, it would be desirable to put a stop to the cultivation of indigo?—I do not consider it desirable to put a stop to the cultivation of indigo. The ryots would, as free agents, certainly cultivate a considerable amount of land with indigo, if it proved as profitable to them as other crops. All that I consider desirable, and even imperative, is the discontinuance of the force employed.

844. If indigo cannot be cultivated profitably, paying a higher price than four bundles for the rupee, do you not think that the cultivation of indigo must cease?—If the ryots are free agents, and the planter cannot afford to pay a higher rate than four bundles for the rupee, the *ryotti* cultivation must cease. But of course they may carry on a *nij* cultivation, perhaps to any extent that they may desire.

845. This, I presume, would be the case only until the price of food and labour fell, which will be the natural result of so much more land being given to grain, under the want of employment by the people?—I do not expect the prices will fall so much as to bring it to the standard of four bundles of plant for the rupee.

846. Mr. *Temple.*] But if planters take leases or purchase proprietary tenures to a large extent, will not the legitimate influence, which they as landlords would exercise over the tenants, induce the ryots to cultivate indigo without the employment of actual compulsion?—At the present rate of remuneration, I believe that that legitimate influence would be insufficient.

847. Do you consider that the ryot would in a matter of that kind act contrary to the wishes of his landlord, even supposing that the landlord applied no compulsion?—I believe that the ryot would act according to his own interest. If the compliance with the wishes of the zemindar was more profitable to him than the contrary, I believe he would comply.

848. Would it not be worth the ryot's while to cultivate a small portion of his lands with indigo, in order to please his landlord?—I believe it would be, in order to escape from inconveniences; and hitherto the ryots have been doing so from that motive.

849. Are there not many estates on which the ryots would, notwithstanding an option being allowed to them, and notwithstanding their being made perfectly free agents, still continue to cultivate indigo in order to please their landlords?—I believe they would cultivate a small quantity for a kind, considerate, and just landlord.

850. Are there not many such landlords among the indigo planters?—I believe there are many among the indigo planters who most decidedly disapprove of the present system, and if they had it in their power, would put it on a different and more satisfactory footing, and prove kind, considerate, and just landlords; but individually they have not the power to amend the system.

851. Do not such men manage somehow to keep these indigo tenants tolerably well contented?—I do know some such; but as soon as they can, they leave indigo planting for some other pursuit. The past discontent of the ryots has spread even into concerns where the planter had been acting more considerately than in others.

852. Previous to the present disturbances, do you know whether there was anything in the condition of the police which impeded indigo cultivation, or has aggravated what you consider to be the evils of the present system?—I am not aware of anything regarding the police that I should consider as an impediment to the cultivation of indigo. I believe that many native police officials have been open to bribes from planters. I believe that the small number of European officials gave the planters a large sphere of independent action of which great use was made. I have also been informed that, generally speaking, the darogas and other native officials were afraid of the planters, as in some cases such officers had been removed on the representation of the planters.

853. If the organization or discipline of the police had been other than what it is, would any change have arisen in the system of indigo planting?—If the police had been more efficient and of higher *morale* and independence, I believe considerable changes would have been the inevitable consequence, such as security of property and person of the ryots, and higher remuneration for the indigo cultivation.

854. Within your knowledge and experience, have

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have the planters been much in the habit of obtaining assistance from the police?—I believe they have.

855. Have the police generally rendered a fair amount of support to the indigo planters?—My own impression is that the planters have received a fair amount of assistance from the police.

856. On the other hand, do you consider that the police have rendered, on the whole, a fair amount of protection to the ryots?—No; I think the ryots have been sadly neglected by the police. Since the disturbances, the native police have been of much more help to the ryots than before.

857. On the whole, do you consider that the planters have received, previous to the disturbances, a fair amount of support from the magistrates?—As far as my observations go, I think they have.

858. On the other hand, do you consider that adequate notice has been generally taken by the magisterial authorities of the complaints of the ryots?—I do not think that adequate notice has been taken. I lay stress on the word adequate.

859. Mr. *Sale.*] It has been stated that there has been a strong prejudice in the minds of magistrates against planters, and in favour of the ryots; as far as your observations go, do you think this correct?—I have never known of any such prejudice; I have known civilians stand up for the just rights of the cultivators, which exposed them to the charge of being prejudiced against the planters.

860. Have you had any opportunity of seeing exactly the origin of the contract between planter and ryot?—I never was present when a contract was made, but from ryots who had just received advances, I have learnt that in their cases the *amin* was sent to the village to call them to appear at the factory on a certain day, telling them that they would receive advances. The new ryots appearing had their names entered in the books, and the amount of advances was also written and handed over to them at the rate of two rupees a beegah, and with that the ryot was dismissed. This refers to ryots who received new advances.

861. Mr. *Fergusson.*] Did I gather from your evidence yesterday, that before the late disturbances there were practically neither courts of justice nor police, in the interior where you resided?—It was almost so. In the last 14 months a new sub-division has been added in Damurhudah, and also another in Kurimpore.

Rev. *F. Schurr.*

29 May 1860.

862. Do not you think that if an agitation was got up among the ryots not to pay rent, by quoting certain clauses of Act X. of 1859, it would be as successful as this agitation against indigo?—I have seen no sign of such agitation to refuse their lawful rents, nor do I expect the ryots would refuse to pay their just dues; I do not think they would attempt it.

863. You stated that you thought the morality of planter and civilians to be on about a par; do you wish to modify your statement in any way?—I have had very little opportunity of comparing either, not having had much acquaintance with civilians.

864. Do you consider that the lives and morals of indigo planters living in your neighbourhood, are other than the lives and morals of European gentlemen living on their estates at home?—I cannot make a comparison between the two, especially as regards England.

865. Baboo *Chunder Mohun Chatterjee.*] Are not all the best lands taken by the planters for indigo, and all sorts of inferior land left for the ryots for their different crops?—I believe it is so.

866. Out of 1,000 beegahs of land, what proportion would you consider the best lands?—It is very difficult for me to say, as I have not directed my attention to this subject.

867. There are *hath chittis* and an abstract of account of nine Christian ryots with the Nischindipore concern which you produced, showing a loss to the ryots from *Rs.* 9. 15. to *Rs.* 18. 14. each; do you not think that if these ryots are obliged to continue cultivating indigo, it will involve them more and more in debt every year?—If the present system should continue, it would certainly involve them in greater debt, and eventually they might be reduced to penury and day labour.

868. *President.*] Can you give us any idea of the exact feeling of the ryots towards the Government regarding this indigo question?—The ryots are now looking for the action of Government, and confidently expect that they will obtain redress of their grievances, but they declare that if they are disappointed, the consequences will be terrible. This is not my imagination; I only state what I have heard. This feeling does not exist in Kapaslanga, but I have heard of its existence from persons from all parts of the district.

Reverend J. H. ANDERSON, Baptist Missionary, of Churamankatty, Jessore, called in; and Examined on oath.

869. *President.*] WILL you state to the Commission what opportunity you have had in Jessore or elsewhere, of ascertaining the feelings of the ryots?—I have resided about five and a half years in the Jessore district, two years of which I spent at Jhingergatchia where there was an indigo factory. The last four years I have travelled about the southern and western parts of the district, and in the south-east of Nuddea, where there are several out-factories belonging to the Bengal Indigo Company. I speak Bengali fluently, and have had frequent occasions to speak to the ryots cultivating indigo.

Rev. *J. H. Anderson.*

870. Can you state whether that cultivation is unpopular and unprofitable; and if so, can you tell us from what particular reason, such as oppression or injustice committed against the ryots, the irksome or harassing nature of the cultivation, or any other cause?—I have heard very few complaints from Mr. Mackenzie's ryots of Jhingergatchia. I have reason to believe his ryots are treated with great fairness and kindness; a large quantity of medicine is dispensed to the sick, a school has been established where, I believe, nearly 100 boys receive instruction, and on account of his benevolent feelings towards the ryots, many of them speak very well of him, but they give an altogether different character of his predecessor. Also in the Nuddea districts, the ryots everywhere complain of the unjust and cruel treatment to which they are subjected. At one village I have observed the ruins of two or three houses which have been abandoned by the ryots to escape from the oppression which they had

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Rev. *J. H. Anderson.*

29 May 1860.

had suffered. In another village I met with a number of people who complained that they were seized and sent about from factory to factory, in order to beat the plant in the vats, and that they received nothing for their labour. At another place I was told by the ryots that they were forced to beat the indigo for two or three months, and were sent away with a remuneration of two rupees each. I remember that in two villages it was said, "Save us from the oppression of the planters, and then we may become Christians." On one occasion I was on a visit to a gentleman residing on the banks of the Kubbaduck, and while there, a ryot of the village of Bazeekaphur came and entreated the gentleman to do what he could to render him help. He asserted that his house had been plundered, and that he and his brother were driven away from their homestead by the planter's people. He happened to mention that a Christian named Ameer Mullick, who had become a convert to Christianity, under the religious teaching of Mr. Sage, and who had been baptized by Mr. Foy, the chaplain of Jessore, that this man and his family of seven children had been forced to leave their abode, which, on being deserted, was broken down by the agents of the planter, as Mr. Foy had left the Jessore district a short time before. I proceeded to the spot in company with Ameer Mullick, and found that the statement made to me was correct. The said Ameer Mullick was a respectable *gantidar*; some 80 families of ryots belonged to the *ganti*. He had lived in a *pucka* house surrounded by high *pucka* walls, within which two or three *kutcha* houses were situated. Outside this wall two *golas* or barns and a stable had stood. The whole place was a perfect ruin. I spoke to one or two individuals in the locality, but scarcely any one ventured to reply to me. A remark of one man who spoke to me while I was standing on the ruin implied that the planter's agents had destroyed the property. About the same time a case of the Goaltolli Mitters came under my notice; their evidence has recently been taken by this Commission. I have not been on the spot, but the circumstances that I have witnessed in another village, together with the fact that the injustice committed to the Goaltolli *gantidars* is notorious for many miles round convince me of the truth of the case. In connexion with the Sindoori concern, in addition to cases of oppression, which I know of by hearsay, I desire to mention a case of injustice practised upon a family of Christians residing on the property attached to the Sindoori concern; it occurred several years ago; the facts are briefly these:—About 150 head of cattle were carried off. A *gola* was plundered, and some rice then standing in the field was cut down and taken off. In addition to the afore-mentioned causes the unpopularity of indigo cultivation is attributable to many other causes. On some indigo estates a large number of ryots have been working for a series of years on a single advance. In regard to this subject, I have made particular enquiries, and have been generally assured that this statement is correct, so that in fact the labour of the poorer peasantry is scarcely at all remunerative. The process of cultivation, as described to me by the ryots, is as follows:—When a planter obtains possession of an *ijara* or lease, the factory servants are sent out to say, "Our *sahib* has taken this *ijara*; you must sow indigo." Thereafter some of the principal ryots are summoned to the factory; advances are given to them, from which the *dewan* and the *karani*, or writer, have to be feed; when shortly after he *amin's khalassis* proceed to the lands of the ryots in order to mark off the land to be sown. They select spots contiguous to the ryot's houses, where they are accustomed to sow their vegetables, and only in the event of their giving a gratuity to these men will they listen to any remonstrance. They complain, moreover, that the measurement is an unjust one. When the plant becomes fit for cutting they are forced to give up their carts and their boats to transport the plant to the factory. They are forced to work at the pumps, and where *Boona* coolies or labourers from the hills are scarce, low caste ryots are made to beat the indigo in the vats. They complain, too, of the heavy fines to which they are subjected, in the event of their cattle straying into plots of indigo. Illegal detention is also a matter of complaint. When the ryots should receive at the end of the season the alleged value of their crops, it comes to them with so many deductions that the amount they really receive is a small pittance. From these causes I am of opinion that indigo cultivation is unpopular and unprofitable to the ryots.

871. Have you any personal knowledge of any graver acts of oppression, such as house burning, severe beating, or wounding, or outrages on women?—No, I have no personal knowledge from sufferers, but have only heard from third parties.

872. Mr. *Sale.*] Do you mean to say that the *amins* systematically take the lands near the ryots' houses to sow indigo, or is it a device for them to extort money from them?—I have seen indigo growing almost at the doors of the ryots' houses, but of course the indigo grown near the ryots' houses forms but a mere fraction of the amount sown.

873. *President.*] In the instances of the oppression you have mentioned, was any complaint made to the authorities, and do you think that the planter and the ryot respectively meet with fair play at the hands of the police in the courts?—In the case of the *gantidar* or small proprietor, Ameer Mullick, to whom I have referred, I am told that complaints were made on two occasions. In one case the matter was referred to the Mofussil manager of the Bengal Indigo Company, he being then an honorary magistrate, but the complaining parties thought it fruitless to pursue the complaint, as they considered the gentleman implicated in the case through his own servants. In another case they appealed to the collector of the Kishnagur district, who referred the complaint to his deputy, and the complainant obtained a decree, but the case has been appealed. This case was quite recent, and must have been under the new Act for rents; I mean Act X. of 1859. I have no reason to think the planter is unlawfully dealt with by the magisterial authorities, nor by the police, but I do not think that the wrongs of the ryot are properly recorded by either.

874. Has not the establishment of new subdivisions made justice more accessible to every one?—Until very recently there has been no deputy magistrate stationed within, I should think, a distance of 25 miles from the villages of Kanpoor and Goaltolli. The Kalaroa magistrate resides about 30 miles from the above spot, but I think we greatly need an additional number of magistrates in sub-divisions, and I think that the acts

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acts of injustice to which I have referred may be in a considerable measure ascribed to the absence of magistrates in sub-divisions.

875. Baboo *Chunder Mohun Chatterjee.*] Do you not know that the factory people commit many acts of oppression on the ryots in many ways, such as forcibly taking away their milch cows, cutting their bamboos and other trees, taking away their sugar-cane and other fruits and vegetables without paying for them?—I have heard of milch cows and goats being forcibly taken to indigo factories; of cows being kept as long as they give milk, and then restored to their owners. I believe the price of the goats is paid by the planters, but that the servants cheat them of a portion of the amount which they ought to receive. I have heard of fowls being taken to the factory, and being paid for by the servants at the rate of two pice each. Prices vary in different parts of the districts, but I apprehend that in no part could a fowl be purchased for less than one anna.

876. Do not the planters employ club men to commit affrays?—I have heard again and again of *lattials* being employed. Before the present proprietor of the Jhingergatchea concern resided there, I am told that a body of some 50 up-country men were retained for a period by his predecessor.

877. Mr. *Fergusson.*] Are you not aware that that former proprietor of Jhingergatchia had charge of the extensive estates of the Raja of Jessore, and consequently had to keep a good number of men to collect rents, carry money, &c.?—I am not aware that such was the case, but I know that some men of that description were discharged by the present proprietor because one of them used threatening language towards Mr. Mackenzie. I may add that men of this stamp were employed in plundering the house of a talookdar of the name of Abdool Miyan. This took place during the residence of the former manager.

878. Have you heard of similar acts of oppression, such as you have related about the planters, being attributed to zemindars?—I have frequently heard of such cases, and have had proof which has quite satisfied me of their reality.

879. *President.*] Do you think that those acts of oppression to which you have referred are generally perpetrated, or are they confined to a minority of the planters?—Yes, the acts of grave oppression to which I have adverted are, I think, confined to a small minority.

880. Then are we to understand that the general dislike to indigo arises from its unproductiveness, and because the cultivation is made irksome or harassing to the ryot?—The dislike is to be ascribed to both causes.

881. Do you think that any portion of the dislike is due either to any *perwannas* issued by the magistrate, or to the preaching of missionaries?—I think that the dislike is antecedent to the issue of any *perwanna*, but I am not aware that missionary influence in any part of the country has had anything to do with it.

882. Mr. *Fergusson.*] But do you think the late manifestation of the dislike has been the consequence of the *perwanna* issued from Kalarowah?—Yes, I think it is in a great measure to be ascribed to it.

883. *President.*] Do you think anything could be done to render indigo planting more popular to the ryot?—I think that it is highly desirable that the power of the native zemindars should be curtailed. If this were done, the power of the planters' zemindars would consequently be curtailed, and also the native zemindars' interference with, and influence over, the cultivators of the soil, would, to some extend at least, be abridged.

884. Baboo *Chunder Mohun Chatterjee.*] What are the powers that the native zemindar possesses, and which would you like to see curtailed?—They have the power of preventing ryots from seeking legal redress from the constituted authorities. They are, in fact, accustomed to summon the ryots to their cutcherries on any pretext whatever, and consequently they are able to find, and actually do find them, and keep them in custody. In addition to this, they have the power of exacting money from the ryots, which they do to a large extent.

885. Are you not aware that certain Acts passed last year by the legislature, have completely curtailed the powers of the zemindars, who abused those powers?—I am aware of the enactment; but owing to the ignorance of the great bulk of the ryots in many parts, it has remained inoperative, and I greatly question whether it will afford relief to the ryots generally.

886. What would you propose then?—I think that the right of the ryot to justice and protection is paramount to any claims springing out of class legislation; and moreover, that zemindary powers having been greatly abused, no breach of faith on the part of the Government, I think, would result from an alteration in the perpetual settlement being effected.

887. Mr. *Sale.*] Do you not think that simple courts, and a greater number of them, with the laws already enacted for the ryots, would render them greater service?—Unquestionably they would.

888. Baboo *Chunder Mohun Chatterjee.*] You stated that the ryots of certain villages said, that if you save us from the planters we may become Christians; have you ever baptised any on those conditions?—Certainly not; I could not for a moment entertain such foolish proposals.

[Commission adjourned at 6 P. M.

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Thursday, 31*st May* 1860.

PRESENT:

W. S. Seton-Karr, Esq., C. S., President.

Members:—R. Temple, Esq., C. S., W. F. Fergusson, Esq., Reverend J. Sale, Baboo Chunder Mohun Chatterjee.

The Reverend J. G. Lincke, called in; and Examined on oath.

Rev. *J. G. Lincke.*

31 May 1860.

889. *President.*] Will you please state to the Commission the parts of the Kishnagur or other districts in which you have been stationed, and what opportunities you have had of ascertaining the feelings of the ryots?—I have been stationed in Solo and Bollobpore Missions; the latter is near the Ruttonpore concern. I have had many and frequent opportunities of speaking with the ryots, as well as have had requests to intercede for them with the planters.

890. Then have you perceived any growing dislike of late towards the cultivation of indigo, on the part of the ryots; and if so, can you state from what causes the disinclination arises?—The dislike has always existed, but has greatly increased of late; the causes are numerous and various indeed. In particular, for the last three years, the ryots have told me that the oppression on the part of the planters has been on the increase. The ryots say that they have been obliged to pay more attention to the cultivation of indigo, in ploughing, weeding, &c., for the last three years, than formerly, to the detriment of their own rice crops, as they are not allowed to attend to their own lands till the indigo sowing is finished. The time for sowing rice and indigo comes together, and although the ryot may manage to sow a little rice, yet as no time is given them to weed it, the crop seriously suffers. Also they complain very much of being obliged to sow more land than they formerly did. A man who has ten beegahs of land, is often obliged to sow two with indigo, and when he has a complete plough, *i. e.*, four bullocks is made to sow three beegahs. Sometimes a man has neither ploughs nor bullocks, but if he plant turmeric, he is also obliged to sow indigo; he is obliged to break the ground with the mattock, and to hire people to weed the land for him. In fact he has to do every thing himself, or hire people to do it for him. There is a man in Bollobpore now in this condition, having neither ploughs nor bullocks, who is in the habit of cultivating turmeric, and therefore he is made to sow one beegah of indigo; this man is personally known to me. Another complaint is, that the ryot gets his lands from the planter, measured out to him by one kind of measure, whilst the planter takes the same land from the ryot for indigo cultivation, by another measure, which is considerably larger; the planter also chooses the land himself. The ryots say the eight cart loads do not give them four bundles; I believe the ryot expects a cart load to be a bundle. The weeding for the last three years has been very expensive; the planter has insisted that the land must be weeded, so as to be "as clean as his hand." I have seen an account for a beegah of planter's measurement, which cost the ryot six rupees in the weeding. They have many and grievous complaints about the factory *amlas*. If the ryot happen to have a balance in his favour, he has no chance of carrying it home, and I have even known of more than one case in which the ryot has been obliged to pay the *amla* from his own pocket, over and above his balances. They also complain that the planters take their labour for carting, &c., for less than the market value. They generally give them three rupees advance for a cart, bullock, and man per month, which is often all they get; I believe the right price is four annas a day, or seven rupees eight annas a month; that is what I have to pay myself. A man complained to me a short time ago in Solo, saying "that he had been made to work for three months, on one rupee advance; at the end of that period, when the accounts were made up, he was obliged to refund 11 annas: this is what I understood the man to say, but I did not inquire into the particulars of the case. Besides the above complaints, a moulvee, from a neighbouring village of Bagvan, complained that a number of his bamboo trees were felled for the factory, without his consent, and without remuneration. I never heard complaints of cutting mango and jack trees.

891. Besides the instances stated, have you any personal knowledge of any more serious acts of oppression, such as taking away cattle, wounding or beating, destroying or burning houses, kidnapping and confinement for long periods, or outrages on women?—Of the first I have two instances within my personal knowledge. About three or four years ago, either in 1856 or 1857, a number of cattle had been taken away belonging to Christians in the neighbouring village during the day time; the people came and complained to me, and I wrote to the planter remonstrating. He in reply said, I had been misinformed; whereupon I replied with a statement of the names of the people who had taken the cattle away, such as factory servants and *lattials*. Failing redress, I wrote to the proprietor; I did not refer the matter to the magistrate or police; some of the cattle have only recently been got back by accident. And the second instance is this: cattle had again been taken away from another village, the zemindar of which village wrote to me, asking me to see what I could do. I have that letter to this day, as also the statement of the chowkidar, as well as of the burkundazes stationed at a *pharee*. I could do nothing with the planter, so the zemindar made a complaint to the Daroga or the magistrate, I don't recollect which. The Daroga came, but unfortunately fell into the hands of the wrong party; he made a statement contrary to the zemindar's statement, consequently the case

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Rev. J. G. Lincke.

31 May 1860.

was dropped. I believe the zemindar's statement to be true, from the tenor of the conversation I had with the ryots with whom I spoke, but I cannot say that they were the actual sufferers; in this case I did not write to the planter. The zemindar, the chowkidar, and burkundazes agreeing together in the tenor of the conversation with the ryots, made me believe this statement to be true. As regards beating, at the time the cattle were carried off two men were beaten by the factory people because they tried to prevent their cattle being taken away; these two men were carried off to, and were not seen from the 18th March to the 31st May; I remember the circumstance well, as they were two of my Christians. When they came back I saw scars on the head of one of them, where the hair had not grown. The other was an old man, and was not beaten quite so severely; he had a wound behind his ear. The younger of the two told me the names of the various factories to which they were carried, and could point them out if necessary. They were first bound by both hands, afterwards by one hand, and then with a rope round their waist. In this instance also I wrote at once to the planter, begging him as their pastor, to set them free. Their families said, "We don't care about the cattle; restore us our husband and father." I said I wrote to the planter, but got no answer; this occurred in 1856 or 1857. I wrote also to the magistrate who in reply said, that he could not entertain such a complaint without the complainant appearing, so I gave the brother a letter to the magistrate. I don't know how matters ended.

892. Mr. *Fergusson.*] Can you give any reason for the proceedings of the planter with regard to the zemindar and the people?—I believe there was a quarrel between the planter and zemindar. The planter wanted to have the lease of certain villages, and for some years there was a dispute between them; at last the zemindar was obliged to yield. I think the planter gave these people trouble, because they were the ryots of the zemindar. When there is a dispute between planter and zemindar, the ryot invariably suffers. In connexion with this dispute for two successive years, a cordon was drawn perhaps for two months or more at a time, between the planter's and the zemindar's village, and all communication was stopped between them. There was a large *haut* in the zemindar's village, and a small one in the planters, and people could not pass from one *haut* to another; our Christians, living in those villages, were not allowed to come to church. Two Christians who were coming to a sacramental meeting were stopped in the way, taken to the village cutcherry and abused, and then to the factory, which is about two miles distant, and back to the village; they were then laid under a fine of 25 rupees; but having no money my catechist became security, but the fine was never required to be paid; I paid a rupee to the *peada* with my own hands, as his fee for seizing the people, instead of their paying themselves. They were carried through my village in charge of four *lattials* and one chowkidar, who threatened them, that if they ventured to speak they would be speared; there was no complaint made to the magistrate. I wrote to the planter on the case, and begged he would not allow such treatment; he replied that he was very busy in packing indigo, but would inquire into it. I reminded him of it afterwards, but no notice was ever taken of it.

893. Is there neither law nor police in that country, to which you could apply for protection against such proceedings?—There are both law and authorities in the country; but in the first place the ryots have not money to prosecute; secondly, they are afraid to be way-laid; and, thirdly, have very seldom got justice done them.

894. *President.*] Will you please return to the instances referred to in my last question?—I know another case of kidnapping; this happened on Easter Sunday two years ago. At that time the planter was anxious to raise a cutcherry in one of the zemindar's villages, and went with a large force with everything prepared to do it, but he was resisted by the zemindar's people. On that occasion a Government chowkidar and his son were taken away; in about three months they re-appeared, but I did not see them on their return. On the same occasion there was one house burnt down, and others *looted*; I was on the spot two days after, when the daroga went to make a report; I saw things of small value strewed about which had been thrown away by the *looters*; I saw the ruined homestead. The magistrate investigated the case himself, and found both parties guilty; both parties were fined and imprisoned. It would appear the magistrate judged the case as one of double affray; but my belief is that it was an attack by the planter against the zemindar, and a defence by the zemindar. The planter's people complained that the house burned down was their cutcherry, and that a man had been killed. I know that there was no cutcherry, and I believe no one was killed. I have had no complaints made to me about outrages on women.

895. Mr. *Temple.*] Then, on the whole, you have no reason to believe that such things ever occurred?—No; that is, nothing has come to my personal knowledge.

896. If such a thing had occurred, do you not consider that with your intimate knowledge of the ryots, it would have come to your notice?—I don't think it would have come to my notice, as they are most careful not to speak on such subjects; once known that anything had happened to their women, their caste would be gone.

897. *President.*] How far are you from the Sudder station, and from the nearest sub-division, and do you think that, on the whole, the power of obtaining redress is sufficiently accessible to all parties in your neighbourhood?—I am about 20 miles from the Sudder station, and about eight miles from Hurra; there is no regular sub-division at Hurra, but a magistrate has lately been stationed there temporarily. There is a thannah at Hurra; the power of redress has not been sufficiently accessible to all parties, in consequence of the great distance and of there being only one magistrate. For the zemindars and planters it is easy enough to complain, having *mookhtyars* and other means at command, but the ryots have neither, and therefore they have no help. As I said before, they are also afraid of the consequences, and they have no hope of redress.

898. Were you in the district at the time when planters were appointed honorary magistrates, and can you give us an idea of the impression which that measure produced?—I was there at the time; the impression was very unfavourable among the ryots; their expression was, "Now they have made the wolf the shepherd of the sheep."

899. Mr. *Temple.*] On the whole, within your knowledge, how did the planters who were vested with

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Rev. J. G. Lincke.

31 May 1860.

with the powers of honorary magistrates, exercise those functions?—On this point I have no personal knowledge.

900. Mr. *Fergusson.*] Is it not the case that planters generally devote some hours every day to hearing and settling disputes between the ryots, and that the ryots most freely and willingly resort to them for that purpose?—I believe that the planters do so generally, and that the ryots resort to them willingly. I heard, particularly at Shikarpore, that the ryots went to planters instead of the moonsiffs, so that the moonsiffs had no work.

901. *President.*] Have you observed that in Kishnagur the jungle has disappeared, and cultivation and population has increased; and, if so, can you state to what this is owing?—I have observed in several places the jungle has disappeared, as the planters have cut it down, and made it *nij abad.* I don't think the population has increased.

902. On the whole, do you think the ryots better off in respect to house, clothing, and food on the estates held by zemindars, or on estates held by planters?—I have observed no difference; but in the Burdwaa district I think the villages are much better; there are more *pucka* houses than in Kishnagur. In Kishnagur you must go a long way to see a *pucka* house, except what belongs to zemindars, a Government servant, or the servant of a factory.

903. Is not the soil of Kishnagur much poorer than that of the districts round about it?—I am not acquainted with Jessore. In parts of Kishnagur there is a larger quantity of inferior land; on the whole, I should think that it is inferior to that of Burdwan.

904. Mr. *Sale.*] Do you know of any other place except Shikapore in which the ryots prefer going to the planter to seek redress at the Moonsiff's Court?—No.

905. Baboo *Chunder Mohun Chatterjee.*] After hearing the ryots' complaint, do the planters fine the parties who are wrong; if so, to what extent?—I have never been present on such an occasion; but I do believe the planter fines the guilty party. I have heard of fines sometimes being levied on the whole village to the amount of 300 or 400 rupees.

906. Mr. *Fergusson.*] How many years have you been at Bollobpore, which is, I believe, about a good mile from the Ruttonpore factory?—More than 12 years.

907. Since when have you observed an increase of dissatisfaction on the part of the ryots to cultivate indigo?—I consider that it has been regularly increasing for some years. For the last two or three years the rice crops have been bad, and the suffering of the ryots have been consequently aggravated.

908. Have not the seasons for the last two or three years been very unfavourable for the planters also?—I believe they have been under the average.

909. From your residing so close to Ruttonpore, must you not have known any acts of oppression, and generally of all the proceedings of the planters in charge of that factory?—I am not at all in the habit of inquiring what my neighbours do, and only took notice of things when they were thrust upon me.

910. Have not the planters asked you to state to them any cases of oppression with a view of redressing them?—Yes, Mr. Forlong has done so.

911. Have you applied to him for redress in any act of oppression, or in any case of difficulty?—Yes, I have done so. In two instances I have applied to him in reference to the land on which our village stands. He could not help me in the first instance, as it was not in his power to do so; in the second, he has promised to render me his assistance when the time comes.

912. Is he the landlord generally of your Christian ryots, and how many have you?—Yes, he is; I have about 800 souls altogether.

913. Are they chiefly cultivators, and do any of them cultivate indigo?—Otherwise they would not be allowed to cultivate anything else.

914. Mr. *Sale.*] Do you mean to say it is a rule of the concern that every cultivator is bound to cultivate indigo?—Such is the case, and I must believe it is so, judging from the common practice.

915. Mr. *Fergusson.*] Are they tenants at will, or have they *pottas* for a certain number of years, and at a fixed rent?—In our village at Bollobpore, I believe the first is the case; but in other villages it may be different.

916. Do you think it would have been possible for other acts of oppression to have been committed at Ruttonpore than those you have mentioned without your knowing of it?—Certainly; I refer to what I have said before. I never inquire into anything done, except it be thrust upon me.

917. Is your knowledge of the objection of the ryots to cultivate indigo limited in the same way?—Until within the last six months it was so limited.

918. Mr. *Temple.*] Then, within the last six months, have the ryots generally mentioned freely in conversation to you their objections to cultivate?—As I have said before, the objections are nothing new, but have gradually gone on increasing. But since the time the Queen took the government, they have been hoping for release; and as there is such a unity amongst them as has never occurred before, they think it is from God, and that the time of relief is at hand; and they also look to this Commission with great hope; but if they should be disappointed, none can tell what will be the consequences.

919. Have you actually heard the ryots mention sentiments to the above effect?—Yes, I have.

920. Is it then to be inferred, that the ryots have, at least within the last six months, freely mentioned in conversation their objections to you to cultivate indigo?—They have stated to me the objections they have always stated, that is to say, the ryots in my immediate neighbourhood have always said the same thing; but within that time I have heard it generally from others too.

921. Upon what objection did the ryots chiefly lay stress?—They say, "There is injustice in this, there is injustice in that; in fact, injustice in the indigo proceedings from beginning to end." And in addition to this, they have got a special and increased dislike to it.

922. Has there been any special oppression lately that should give cause to this dislike?—No, I know of none, but what I have said this morning, that for the last three years the burden of weeding, &c., has been very heavy.

923. Have you any reason to believe that influence from without has been applied to the ryots?—No, I don't know of any, nor do I believe this.

924. Mr.

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924. Mr. *Fergusson.*] Are you sufficiently acquainted with the rice cultivation to be able to compare the results of it with that of indigo?—No, I am not.

925. In the recent difficulties that you had with your congregation when some of them seceded to Roman Catholicism, did you not receive assistance and support from the planters?—Yes.

926. Did not Mr. Forlong refuse to give a site to the Roman Catholic priest for his church?—Yes, I believe he did so after a representation from the Bishop, though in the first instance he ordered it to be given.

927. Do you think that if the planters had used their influence against you in this instance, it would have materially interfered with your success and with the prospects of your mission?—It would in the beginning have certainly created a great confusion; but the real success of the mission is not in the hands of the planters.

928. Mr. *Sale.*] To say nothing of the personal conduct of the planter, do you think that the indigo planters' system, as it now exists, is favourable to the progress of missions?—No, I do not think so; on the contrary, I think it unfavourable.

929. Still, knowing the system to be contrary to the interest of missions, have you ever attempted to excite any ill-feeling in the minds of the ryots towards the planters?—No, never.

930. Do you know if the ryots are harassed by false cases being brought against them, and by whom are those false cases generally brought?—Yes, it is frequently the case, and particularly since the new Act. They are generally not made by the planter, but by some of his agents; as, for instance, in a recent case in Baghan, my neighbouring village.

931. Mr. *Temple.*] On the whole, speaking generally, do you consider that any obstruction to indigo planting has arisen from the state of the police or of the courts?—No, I don't think so; on the contrary, the police is always ready to assist the planter.

932. What is the reason of that?—Money, I suppose, as regards the police.

933. Practically, has the planter any difficulty in sueing a zemindar or a ryot in the courts?—I do not know that there is any difficulty in sueing a zemindar; but I think a ryot is beneath that kind of notice.

934. If the planter does not sue the ryot in court, is it because he does not consider the ryot worth that process, or because he has a difficulty in getting a decree realised?—I believe the first was the case heretofore. But since the passing of the new law, the planter sues any ryot who is in his debt, and there is reason to fear that the law will ruin every ryot throughout Bengal.

935. Previously to the passing of the new law, had the planter any difficulty in realising from the ryot the amount of a decree he might obtain?—I do not think he had; but I have not much knowledge of law proceedings.

936. In your opinion, have the planters been deterred from sueing the ryot by any delays in the court procedure?—The planters have always complained that such is the case.

937. Have you any means of judging whether those complaints were well founded?—From the little experience I have had in these matters, I believe that there is some foundation for such a complaint.

938. But as the planters did not generally sue the ryots, have they been successful in obtaining their just dues from the ryots?—My impression is, that the planter has the means of receiving from the ryots what may be justly due.

939. On the whole, do you consider that the police have offered a fair amount of protection to the ryots?—No, I do not think the ryots get from the police the full amount of assistance which the law intends.

940. Do you consider that the magistrate has taken adequate notice of the complaints of the ryots?—No, I do not think so.

941. Do you think that close and clear supervision on the part of the magistrate could prevent oppression being practised on indigo ryots?—The magistrate could not do this, unless European officers were more numerous.

942. Could native magistrates answer this purpose?—They could, if they had moral courage enough.

943. Do you consider it would be possible for a just, kind, and considerate planter to reconcile his ryots to indigo cultivation?—I think he could do so by kindness alone.

944. And this without making any material increase in the remuneration to the ryots?—Yes, I think it might not be necessary to make any great increase in the remuneration; but it would be necessary to take less land from individual ryots. It is not so much the price he gets for the indigo as the quantity of land taken from him that he regards. It is consistent with native ideas that a tenant should do something to please his landlord.

945. Then you consider that if a planter were proprietor of an estate, each ryot would be willing to cultivate some fractional part of his land without much remuneration, in order to please the landlord?—Yes, I think the ryot would; his only fear would be that the proportion would increase.

946. Do you not suppose that some planters who own large estates do manage to get indigo without either oppressing the ryots or impoverishing the village?—It may be, but I do not know of any.

947. Have you never known a planter manage to keep his ryots contented?—Yes, I have known one case in which a planter did by various means keep his ryots contented, that is to say, he gave them a *khana* one day, a rupee the next, and on the third built them a mosque.

948. Do you believe that the magistrates ever entertain any prejudice against the planter?—I know of no instance.

949. Mr. *Sale.*] Do you think a system which depends for its existence on indulgence on one hand, or terror on the other, is a good system in any country?—Certainly not.

950. Baboo *Chunder Mohun Chatterjee.*] You stated that a native magistrate would answer if he had the moral courage; will you be pleased to state what are the impressions you have formed of these functionaries in the discharge of their duties?—I could not bring any specific charge; but when I said so, I had in my mind only a native daroga, and not a deputy magistrate.

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Reverend C. Bomwetsch, Missionary, Church Missionary Society, called in; and Examined on oath.

Rev. C. Bomwetsch.

31 May 1860.

951. *President.*] Will you state to the Commission the nature of your experience in Kishnagur?—A little more than 12 years ago, I was sent from Burdwan to Solo and lived with Mr. Lincke for about 12 months, and since Mr. Lincke was removed to Bollobpore, I lived alone altogether. I lived there for about seven years, and after visiting Europe I returned to Santipore, where I have been for a little more than five years.

952. Have you been in the habit of holding conversations with ryots?—I am in the habit of conversing not only with Christian ryots, but with other ryots on all subjects, and with all classes if they draw me out.

953. Have you been in the habit of conversing with ryots lately on the subject of indigo cultivation; and if so, will you state your experience on the subject?—The feeling of the ryots is one of intense grief and of bitterness, which is growing upon them more and more every day. I never perceived any bitter feeling against the Government until after the passing of the new law. Formerly, when I was at Solo during the first two years or so, when the Hurra factory belonged to its former proprietor, not a single ryot, Christian, Hindoo, or Mussulman, ever complained to me of oppression, nor had I ever occasion to speak or write to the gentleman managing the factory, except that I once asked him a favour; but since the change of the proprietorship about ten years ago, affairs have taken a different turn. If the books are called for, it will be seen that under former proprietorship, the ryots cultivated only one-half of what they are obliged to cultivate now. Their profits, even under the former proprietorship, were none at all. On the contrary, it was a loss to the ryots; but the cultivation not having been over-much oppressive, and as the ryots were not treated unkindly, they never even spoke to me on indigo cultivation at all, although I was daily and hourly conversing with the people. Now, under the present proprietorship, the beegahs of indigo, for instance, at Chantroghaut were increased to double the number, on which at first the people refused to cultivate. When I asked them why they sowed formerly and yet never complained of hardship, they answered that "As long as it was not overdone, we quietly did sow some beegahs because we had cattle, which we did not wish to have driven away by the factory people, or to be harassed in any other way, and therefore we have quietly sown." But now matters are different. The ryots say that "To such an extent we cannot sow, especially as additional beegahs have been measured out by a considerably larger measurement than that of the zemindars by which we pay rent." When the people refused to sow the additional beegahs, the planter did it for them by force, and they had to submit. There was a respectable Brahmin to whose house I went over one morning, which was a regular preaching place of mine and my assistants, and he told me that the night before by moonlight the factory people had ploughed up eight beegahs of his rice and sown indigo upon it; the planter's object was to get him to take an advance. He, however, on the consideration of being the head man of the village, was afterwards let off through the mediation of the dewan, and had only to sow three beegahs. The cultivation is ruinous. Almost during the whole year round the ryot is obliged to pay the closest attention to ploughing and clearing the ground from grass, crushing clods, sowing, weeding, cutting the indigo, and carrying it to the factory; and many of them are obliged under pretence of cart-advances to serve the factory with one or more carts during the whole cutting season, so that they cannot attend to their own rice fields. Almost every year of late, the ryot is obliged to leave his rice half spoilt by the jungle which he has not time to weed, or, if a man of property, he has to expend a great deal of money in weeding expenses; all this must, of course, make him dislike and even hate indigo cultivation from all his heart; besides this, when the ryot brings his own indigo to the factory he is cheated out of a great deal of it by the factory. The measurement is so very unfair. Ryots have stated for a certainty, that the chain, instead of being put round the middle part of the bundle, is very often put round the softer part of the indigo, where the plant can be easily compressed, unless the man can offer a bribe. Also at the time of settling their accounts, the ryots are obliged to give a good deal of the pittance allowed them for the indigo as *dustoori* and presents to the factory servants. Sometimes the factory *amlas* take all they have to get. There are even instances where poor ryots have had to add something out of their own pockets to satisfy the *amlas*. In most of the factories, these extortions are practised with the knowledge of the manager; owing to these circumstances indigo cultivation is so unpopular.

[Commission adjourned at 6 p.m.

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Friday, 1st June 1860.

PRESENT.

W. S. SETON-KARR, Esq., C. S., President.

Members:—R. Temple, Esq., C. S., W. F. Fergusson, Esq., Reverend J. Sale, Baboo Chunder Mohun Chatterjee.

Reverend C. BOMWETSCH'S Examination continued.

Rev. C. Bomwetsch.

1 June 1860.

954. *President.*] YOU have stated the general causes of the ryot's dislike to indigo; have you any personal knowledge of instances of greater oppression or violence on the part of the planters, which might increase that dislike, such for instance as beating, kidnapping, arson, house-breaking, and outrages on women?—Yesterday I stated that for some years I was not aware of the great hardships of the system, except that I had at one time occasion to go to Kishnagur and to present some 18 men to the magistrate. One day some ten out of those 18 came to Solo, showing marks of severe beating, and some, they said, were unable to come at all, because they were laid up; this was about 12 years ago. Their story was, that the *gomashta* of the Ruttonpore factory was displeased with them for something, and had them beaten; I took them to the magistrate; the magistrate told me, "You consider this a heinous crime; but we don't." I insisted on the magistrate taking cognizance of the case; at last he consented, and made it over to one of his subordinates. No sooner had I heard of this, than I went to him and found that gentleman willing to take it up; the *gomashta* at last was sentenced to imprisonment; I think no one else was, he being the head man. Some time after that, when the Hurra factory had been sold to the Nischindipore concern, the manager of that factory went about forcing advances on the ryots. One evening, some of my Christians and the most respectable Hindoos of Putimari, from some of whom we rented the land for the mission, told me with great great grief that they had suffered *apaman*, *i. e.* disgrace or beating, for the first time in their lives. They told me that the planter had been there, and wanted them to take advances, which they refused. When they would not take the money into their hands, he threw it down, and when they were reluctant to pick the rupees up, he applied his riding whip to some of them. At this distance of time, I cannot say whether I saw the marks; it was not severe beating; in the end they were obliged to take advances; this occurred about nine years ago. On another occasion, I was under the necessity of begging of the magistrate to send me some burkundazes, because for several evenings *lattials* were seen by my people to be hovering about my village; and as those factory servants or *lattials*, whichever they were, sent me a message that they would grind me to tobacco powder, (*tamaku*), I had reason to be afraid, especially as at the time I used to live in a school-room, which was on the roadside quite unprotected; I did not see the *lattials* myself. The reasons for their threatening me were, because at the time I ventured to make the planter take back some rupees of advauces that had been forced upon two poor Christians of mine, who at the time had neither ploughs nor cattle; and because my very presence near the factory was quite sufficient to check oppression. Two burkundazes remained with me about a fortnight, but no *lattials* were apprehended. Recently a man came to me and told me that his house was burnt down in the night, because he would not sow indigo; this man lived within the Ruttonpore concern. I believe this man complained to the deputy magistrate of Kurrimpore, but no particular results followed. For some years many persons have complained of their houses being burnt down, but I have not been to the spot to see this myself. There was one case in Bhobarpara or Hridayapore. The people stated to me that some houses or one house (I forget which) had been burnt down, because the people were reluctant to sow indigo, and in order to oblige the zemindar of the place, by harassing his people, to give up his village to the planter. In this case an investigation was made by the magistrate, and both parties were punished. I think it is the same case which Mr. Lincke mentioned in his evidence of yesterday.

955. Did you ever see a village in which houses were knocked down, and from which ryots had deserted?—On one of my tours I saw a village with only a few houses left; the remaining people told me that the village was so deserted on account of the indigo oppression.

956. Can you state near what thannah or what concern that village was?—I do not recollect. As regards kidnapping, I do know of such cases, and would especially draw attention to one case, of which I have authenticated copies of the papers [papers filed as evidence]. The case referred to is this. Two men (father and son) while endeavouring to rescue their cows that were being taken away, were beaten. and one very severely, on account of which it was thought necessary at once to remove him until his wounds were healed. They were taken to the Ruttonpore factory, and from thence successively carried about from factory to factory, always or mostly by night, for about three months. The brother of the man who was so severely beaten, and the son of the old man, complained to the daroga and magistrate; the case was investigated both by the daroga and by the deputy magistrate. The deputy magistrate found on the spot the marks of blood which the young man had lost, and reported the matter correctly, and at the same time reported also that a counter complaint by the planter or his people was an entirely false one. The case was put off be-

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Rev. *C. Bumwelsch.*

1 June 1860.

cause the chief culprit would not make his appearance before the court, and as the man despaired of the case, he, in order to get his father and brother back, promised at last to compromise the matter; this was done with the deputy magistrate's consent. The two men, after having been released, found that the brother and son had put in a *razinama*, but the young prisoner himself was not willing to compromise, as he had been suffering, and not his brother. The man was again taken by stealth to the Hurra factory, to make him give in a compromise; he then got 10 rupees, and was told that both of them, he and his father, must at once go with the planter to Kishnagur, and say before the magistrate, that they had only been imprisoned in one factory and had been treated very kindly, getting plenty of food, and that they had no longer any complaint to make. The man saw this would not do, for he knew the case had got into the papers, and he had been to Mr. Lincke and told him all. Then afterwards the men, under the pretence of having no clothes with them, begged to be permitted to go home for that evening, and promised to return the following day, and in order to deceive the planter they took the 10 rupees that he had offered to them and then they went home, and that very night, I believe, the young man fled away, first to Mr. Kruckeberg to Chupra, who sent him disguised as a woman to me at Santipore on a cart. I immediately took the man and went right up to the deputy magistrate of Kishnagur, who had investigated the case on the spot, telling him, "Here at last is Abadi," and pointed out the wounds of which he had seen the blood on the spot. No sooner did the deputy magistrate see the man, then tears came into his eyes; he asked after the old woman, his mother, who had implored him so earnestly to get her son and her husband back to her; but when he was told that the old woman was dead, and that her death was attributed to great grief, as she fancied her husband and son were dead, the deputy magistrate expressed his great sorrow; but at the same time told me that he could not undertake to do anything in the matter, but that I should go to the magistrate on behalf of the man. I did so, but the magistrate said, "You must not come with the man to me, as there is a bad feeling between the planters and the missionaries." Then Abadi himself put in a complaint on his own part and that of his father. The magistrate passed the order that the petition should be filed with the case, inasmuch as the plaintiff's brother had given in a compromise. [The translation of the order, which was read out to the Commission, is as follows: "Whereas heretofore on the plea of *razinama* a suitable order was passed, therefore it is unnecessary to pass any further orders; it is therefore directed that the papers be placed on record. 24th June 1857."] I was determined to have the case looked into, and went down to Calcutta to take advice and to bring it up before the superior authorities, but that being the time of the mutinies the matter was dropped. At the time I took up the man's case several other Hindoos sent word to me to assist them in their cases, but I of course refused, as I could not do so with propriety.

957. Have you any other case?—I have another case in which the authenticated copies were given to me by some parties interested in it. I am not personally acquainted with the party concerned in the case (*here the authenticated record was put in by the witness and filed*).

958. Do you know of any other instance of kidnapping?—There was a young man near Bollobpore (I believe it is the very man whose house was burned or plundered), who, along with his father, had been taken away and carried about for about three months from one factory to another as prisoners. They could not complain at all, as the village had been taken possession of by the planter, and they feared the consequences; so nothing was done.

959. Mr. *Temple*.] How did you become acquainted with this case?—Some of Mr. Lincke's Christians of Bollobpore, who paid me a visit at Santipore, brought the very man to me, and I heard it from his own mouth.

960. Upon hearing this story, what steps did you take?—I took no steps in the matter.

961. Did you not speak to the planter, or write to the magistrate?—No, I did not; I did not feel disposed to take the case up. If we took up every case that is brought to our notice, we should all day be writing to the magistrates or planters.

962. *President*.] Do you know of any other cases?—Yes, I do. Just about four months ago I sent a young man of mine to Solo to inquire whether the petition sent in against me to the magistrate—that I had instigated the ryots of Natana (Christians and Mahomedans) to complain against the planter—had been sent in by the men themselves, or whether it was a false complaint made by the planter or his people. The planters' people, immediately they heard of my having sent a man, tried to catch him; but fortunately they caught the wrong man, a reader of Mr. Lincke's, who had been an old reader of mine also, who resembled my young man. After three days' imprisonment they found out the mistake and let him go. The planter coaxed the prisoner and said he was his Christian brother, and that he had not ordered his apprehension, and that he might go home in peace; the man himself told me all this. The petition purporting to have been presented by the Christians and Hindoos of Natana was disavowed by them. With regard to outrages on women, the brother of a man, whose wife had been taken away from a ghaut, came and told me of the incident; the man's story ran thus: Two young women were fetching water at a ghaut and were taken away by the servants of a planter. After finding out which was the woman that they wanted (who is said by the people to be one of the greatest beauties in Kishnagur), they let the other one go on her way, and the one, who was the beauty, was carried to the factory. The daroga was at once brought by her relations, but he went away without doing anything. Afterwards, I believe, they petitioned a deputy magistrate near the place, who some how or other got rid of it.

963. Mr. *Temple*.] What became of the woman?—After being taken about to one or two factories, and two or three other places, they at last put her down in the house of a native who, I believe, said he was a relative of hers; from thence she was sent home.

964. Did the husband complain to any superior authority?—I cannot say whether he did or not; the woman is now with her husband.

965. Can you say how long the woman was absent?—I believe three days.

966. Who is the husband, and in what village does

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Rev. C. Bomwetsch.

1 June 1860.

does he reside?—He is a Kaiburt, and is a man of some property.

967. From what source is your knowledge of *this charge* derived?—From the statement of the woman's husband's brother; he told me this in Calcutta four weeks ago. I met him accidentally, and I specially asked him to tell me the whole truth from beginning to end, in the presence of other persons who were cognisant of the fact, because I had heard different versions of the story already. This diversity arose, as I subsequently observed, from the unwillingness of the people to admit in public that the woman had been outraged.

968. At what place in Calcutta was the story told you, and who were those other persons in whose presence the story was told?—In Mr. Long's house, in the presence of several natives of the neighbourhood of that village and neighbouring villages; I mean of the woman's village.

969. Did those men generally assert the correctness of that man's story?—Yes, with one mouth they did assert it; it appeared uppermost in their minds.

970. Had you previously heard the story mentioned in Kishnagur?—Often; it had been mentioned in the papers also.

971. What version was generally given?—I mean the one the brother gave.

972. Mr. *Fergusson.*] Have you reason to believe that this case is in process of being brought before the Kishnagur courts?—I heard that it has already been brought before the courts, and that it was still pending.

973. Mr. *Temple.*] Before what court is it pending?—I do not know.

974. Did we not understand you to say that a complaint had been made before the deputy magistrate, who somehow got rid of it; if the case was in the first instance thus dismissed, was a further suit instituted, or how?—I only know that the case was once got rid of, and is now again pending. I am under the impression that the man had come down to Calcutta to complain to the Commission, but am not sure whether he has done so or not.

975. *President.*] Do you know how it was got rid of in the first instance?—The man told me, while the case was pending in the magistrate's court, he went home to a neighbouring village to fetch some money to defray his expenses for food; whilst he was away, the man said, the magistrate called for him, and, not being present, he dismissed the case.

976. Mr. *Temple.*] Have you any special reason to know whether the story told you by the husband's brother was correct, or do you know of any corroborative circumstances?—I know of no corroborative circumstances, except that the story, as then told, is, and has been, in the mouth of every native, high and low, in that neighbourhood. I have also heard it mentioned by native gentlemen at Calcutta.

977. Mr. *Fergusson.*] As the case is before the court, there can be no reason for keeping back places and names; in what village, and in the limits of what concern, is this said to have taken place, and who was the planter?—I stated before that I had forgotten the name of the village, although I could ascertain it. I have heard the name of the planter, but I have great objections to mention the name of the planter; one of them is, that the mention thereof, before this Commission, might defeat the ends of justice in the Kishnagur Courts.*

978. Do you consider that the case had any kind of reference to indigo planting, or might it not have happened with any other European engaged in any other profession?—I do not know that it had any connexion with indigo.

979. Mr. *Temple.*] Was the woman's husband, or were her relatives, connected with indigo planting?—I do not know, but I dare say they are.

980. Do you know of any other case of oppression besides those you have mentioned already?—I know of some more imprisonments that have taken place during the last year; some people of Govindpore and of a neighbouring village, who had been for months imprisoned. One party, I believe, six in number, were caught at night. Whilst being carried from one factory to another, they were observed by the Government postman, who, I was told, on seeing them, shouted out, asking who they were (because they carried sacking on their heads, which looked very much as if they were going to steal rice). No sooner did the *luttials* who had accompanied them hear and see the Government postman than they ran away, and the men went home, or were taken by the postman to Kishnagur (I forget which), but at any rate they were presented to the magistrate. What was done about them I do not know.

981. Have you seen the men who were kidnapped?—The people of Puttarghatta and Govindpore, who, I believe, complained of the case to the magistrate, told me.

982. Mr. *Fergusson.*] When did this happen?—Some months ago.

983. Mr. *Temple.*] What became of the other party you mentioned about?—One night they were put down in their own village, and they, too, subsequently were presented to the magistrate.

984. Do you know of any other similar case?—I do not, just now, recollect any case that I could specify distinctly.

985. Do you know of any other act of oppression?—Yes, I know the case of a garden, which was cut down in this wise. One evening, when I was sitting at dinner with Mr. and Mrs. Lincke, a great noise was heard, and some of the Christians came running and told us that the planter had come and ordered a plantain garden to be cut down, in order to use the land for his indigo. Mrs. Lincke and myself did not think it advisable that we should interfere, but Mr. Lincke did go out, and tried to prevent them from cutting down the garden, but without success.

986. Did you yourself see the garden afterwards?—Yes, I saw it after it was cut down.

987. What did the garden contain?—It contained

* The Commission having considered this point, came to the conclusion that it was but fair towards the entire body of planters that the name should not be withheld, and that the mention of the name of the planter here would not necessarily prejudice the course of justice at Kishnagur; but being unwilling that any disclosure which a witness might be compelled to make under Section XVI. of the Act should even be thought by any party to have prejudiced the cause of justice in any way whatever, it was resolved, on Mr. Fergusson's motion, that the disclosure of the planter's name be not at present pressed.

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Rev. C. Bomwetsch.

1 June 1860.

tained plantains, and, I believe, vegetables too, and was good land for indigo.

988. Can you mention any other case within your knowledge?—I cannot recollect, just now.

989. Do you know of any other case of outrages on women, besides the one you have mentioned already, connected with indigo planting?—I have not heard of any other well authenticated instance.

990. Can you state whether such outrages, on the whole, were rare or frequent?—I do not think that violent outrages are frequent; if they were so, the case that I have related would not have made such a noise.

991. On the whole, do you consider that cases of kidnapping or confining among the ryots or others are rare or frequent; I mean, within your knowledge and experience?—I must say that such is a standing rule, and indeed almost an every day occurrence.

992. Have you known of a concern in which this practice did not prevail?—There may be such concerns; I do not know of any factory or concern, within my range of experience, of which I could say that the practice does not exist at all.

993. Can you say whether this practice prevails more in some factories, and less in others?—Yes, it does so, more in some factories and less in others; there is a difference beween planters.

994. *President.*] Do you know of any planter who does not practise oppression?—Yes, I do; almost my nearest neighbour; I mean the gentleman who manages the Culna factory, whose name I just now forget. I have never seen him, but never have I heard any complaint against him; on the contrary, I have on several occasions heard him well spoken of.

995. Can you say whether those planters are the most successful who adopt this practice most?—Those who do not oppress must, I should say, in the end, certainly be more successful; but, apparently, those planters who oppress are the most successful.

996. Do you not know of any just and considerate planters who have been and are successful?—I am not sufficiently acquainted with planters to know what their property is.

997. Do you not consider that a planter who treated his ryots well would be better served, and would thereby be a gainer?—I do think so; but I do not mean to say that a planter who does not oppress will soon get rich, because, if he does not oppress at all, the work won't pay.

998. Is it, then, your deliberate opinion that under the past system no indigo planter could get on without practising oppression?—Decidedly so; if the planter wishes to get as much indigo as he makes up his mind for, he must oppress, except he has all *nij* cultivation.

999. Mr. *Temple.*] But is not oppression, as now carried on in the Mofussil, a very troublesome and expensive thing, and does not such expense detract from the profits of the concern?—On the whole, I think that oppression in any part of the country is cheap enough; if the planters did not find it profitable, they would not resort to it.

1000. But if a complaint be laid, does it not cost the planter a good deal to effect a compromise; and if the police visit his factory, does it not cost him something to buy them off?—Compromise is generally very cheap; money is promised, but scarcely ever given. As to the daroga, he will take the money agreed upon; but such law expenses are levied from the ryots by assessment, according to each man's means. The planter has constantly much to do with the daroga in one way or another; either the planter calls in the daroga, or the daroga is called in by the other party.

1001. Has the planter generally much influence over the police, or are the police afraid of the planter?—Both; the planter has much influence over the police, and the police are sore afraid of the planter. I have known several darogas who were justly inclined, but who did wrong through fear of the planters.

1002. Why should the daroga be afraid of the planter?—Because the planter may make ill reports of him to the magistrate, and he may be dismissed.

1003. Have you known darogas removed on the representation of the planter?—I have heard of several cases, but never paid attention to them at the time. I have known of instances where darogas would not flinch from justice.

1004. On the whole do you consider that the planters have received a full amount of fair support from the police?—Yes, I do.

1005. Is it to be inferred from your previous answer that you think the planters have received rather more than a fair amount of support from the police?—Yes, I think on the whole they have.

1006. Do you on the other hand consider that the police have rendered a fair and proper amount of protection to the ryots?—No; it sometimes happens that the daroga is sent out to keep the peace, which the ryots will not break; for instance, there is a dispute about a field; the planter wishes to sow indigo, and the ryot rice. The daroga is sent for and remains on the spot, and no affray takes place; but in most instances indigo may be sown instead of rice: it may be otherwise.

1007. Mr. *Sale.*] You are aware that there is an impression abroad that the missionaries in Kishnagur especially have used their influence in such a way as to increase the ill-feeling existing between planter and ryot; will you state what your practice has been in regard to this matter?—I beg to state that at the time when a planter first accused a missionary (*i. e.* me) of having excited the ryots against the planters, I was not then so much as aware of a general agitation, that is to say, for some time after it had commenced. On the contrary, I have advised ryots before the Act was enacted, telling them they should try by all means to make the best season of it and sow for the year, and then if they wanted to get rid of the contract, that was a different question. The ryots' positive answer always was, "We will never sow, because we are ruined." And no sooner was the new Act passed, than I told many of the ryots (who came to me in great distress for advice) to sow. All the advice I could give them was, "Government wishes you to sow; sow for this year." The answer was invariably the same, before as well as after the Act, "We will never sow."

1008. Are you aware of the precise mode in which advances are given to the ryots?—This morning I stated some instances of how advances were forced upon several villages; the same was the case with the Christians at Maliapota. The planter wanted the people to sow indigo, and they would not on any account, although I advised them, by all means to sow a little indigo, showing

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showing them that it was merely for the sake of the indigo that the Sahib had taken the village, but the people would not yield on any account. One day the planter came to the village and threatened to do this and that, and at last they had to yield, and since that time, that is, for seven years, they have never received any new advances, but are working on on the old ones. The same was the case with Patturghatta and Govindpore.

Rev. C. Bomwetsch.

1009. *President.*] Are you aware that the planter is in the habit of clearing land of jungle and bringing it under cultivation?—Yes, in the neighbourhood where I formerly lived they have cleared a good deal of jungle, but they keep the lands afterwards for themselves, so that the ryots over the country at large are not profited by it.

1010. Mr. *Fergusson.*] Do not the ryots obtain employment, and pay for cultivating *nij abad*?—The planter generally does employ the people for his *nij abad*, but he gives them nothing, or very little, for the work. I here file some accounts of ryots, showing their general expenses of cultivating indigo, and that which they realise from it; and it will be found that besides sowing indigo for the factory, they are obliged to assist, gratis, at least mostly so, in ploughing and sowing the *nij abad*. [Accounts were here filed by the witness.] I copied them from Bengali accounts given me by ryots of my former Christian village, Maliapota, and the neighbouring villages, Patturghatta and Govindpore. [The witness then filed a debtor and creditor account of three villages.]

1011. You stated yesterday that the rice cultivation was neglected and injured by the ryots having to attend to indigo; do you state deliberately that it is a fact from your own experience?—Yes, I do. 1 June 1860.

1012. To any great extent?—Yes, it does happen to a great extent. It is one of the greatest complaints of the ryots that they cannot on account of the indigo attend to their own rice fields.

1013. Mr. *Sale.*] What do you believe to be the state of the feeling of the ryot regarding Government, especially with regard to the indigo system?—Formerly they were under the impression that any and every Sahib, more or less, was one of the Government, and therefore they considered it understood that they were to sow, and so long as they were not over-much oppressed they quietly went on, but since, of late, the oppression increased, and the ryots became more or less enlightened to the effect, that the Government and the planter are two different persons, they tried to complain and to get rid of indigo cultivation. Since the Indigo Act most of them have almost lost faith in Government, and their feeling is very sorrowful, and in some instances very bitter.

[Commission adjourned at 6 P.M.

Saturday, 2d June 1860.

PRESENT:

W. S. SETON-KARR, Esq., C.S., President.

Members:—R. Temple, Esq., C.S., W. F. Fergusson, Esq., Reverend J. Sale, Baboo Chunder Mohun Chatterjee.

NUFFUR DOSS, son of Ram Lochun Doss, Kaiburt, resident of Locknathpore, thannah Damoodahah, near Locknathpore Factory, called in; and Examined on oath.

1014. *President.*] Do you sow indigo for the Locknathpore concern, and have you been in the habit of doing so?—I was born in the year after the gale of 1194, Bengali year, and have sown indigo all my life. I cannot remember when I first got advances; I have 24 beegahs of land, of which I sow 12 beegahs with indigo; I have eight head of cattle, two of which go in the cart, and six in the plough. I first used to sow four beegahs, and then seven, according to the factory measurement, but according to my measurement they are 12 beegahs; by sowing these twelve beegahs I profit nothing. When rain falls in the month of *Chait*, I am called on to plough, instead of being suffered to plough my rice lands. They, *i. e.* the factory people, take my ploughs to cultivate their *nij abad*, for which I am paid nothing. They send men to take away my ploughs and cattle to their *nij abad* in the Locknathpore concern; my men go with them, and only get a handful of rice or dried grain. They call us away at daylight, and don't let us go before the evening, so we have to do both work, the *ryotti* cultivation as well as the *nij*. Then they tell us to weed the indigo land; now and then they allow us for a day or two to cultivate rice lands. In this way 12 beegahs going to indigo, my other 12 beegahs I cultivate with rice; but last year they were not well cultivated. I had two beegahs prepared for chillies and tobacco for the last two years. They said they wanted indigo sown, and would not let me sow what I wanted on these two beegahs. The factory servants sowed indigo for seed, but in consequence of much rain the seed was ruined; these last two beegahs were in addition to the 12 above-mentioned. *Nuffur Doss.* 2 June 1860.

1015. Are you allowed to sow the cold weather crops on indigo lands?—No, because they require the

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Nuffur Doss.

2 June 1860.

the stumps of the indigo to be kept for seed, and when the seed is ripe, they give me only 10 seers in each maund, and take the other 30 seers themselves; and instead of paying me any balance due to me, the money is taken for repairs of roads, factory servants, &c.

1016. Mr. *Temple.*] If you are allowed to sell that seed yourself, what would be the difference in the price?—Last year the market rate was from 16 to 20 rupees a maund, but they take it from us at four rupees a maund. For the last three years the price of seed has been high; before that it used to be at eight, ten, and twelve rupees; and even before that it has never been lower than five and six rupees; I never heard it was as low as two rupees.

1017. When the market rate was five and six rupees, at what rate used the factory to take it from you?—The factory invariably gives us four rupees a maund.

1018. *President.*] When you have to sow for the factory, at what rate are you charged for seed?—When they give us seed, they give it at two seers a beegah; sometimes they give us the sweepings besides; sometimes we are charged for the seed at eight rupees; sometimes ten rupees a maund; sometimes, besides two seers of good seed, they give us two seers of seed of worse quality.

1019. State what is done about the settling of the accounts, and whether you can say what you have to receive?—The accounts are made up in *Phulgun*; I am not in the habit of going to the factory, as it is no use. If I had anything to get, the *amin* and *takidgir* would take it away from me on the way back. Within the last ten years, about three years ago, I got two rupees excess, but about ten days afterwards the *amin* and *takidgir* told me there was a *pooja* in the dewan's house, and that I was down for two rupees, so I had to pay this.

1020. Why did you not complain to the planter?—I thought it no use to complain to the planter, as the factory servants would go and tell the planter that my cows had damaged the indigo. They would have all been taken off to the factory.

1021. Mr. *Temple.*] Do you think that two rupees was demanded of you, because you got two rupees excess, or because these presents are usually made?—I think they had an eye to my two rupees; and because I had got that excess, they asked me for it.

1022. Mr. *Fergusson.*] Have you ever on any occasion paid two rupees, or any other sum, for a similar *pooja*?—I never paid nor got anything; I never was called on to pay in any other year.

1023. The year that you received two rupees in excess, did you also receive two rupees advances for the next year?—I did not receive any advances.

1024. Did you never receive any other advances, except at first?—I have never received any since the first time.

1025. Mr. *Temple.*] You have been 25 years an indigo ryot, do you mean to say that two rupees was the only sum you have received during that period?—To the best of my recollection that was the only time I received any money, either advances or excess. If I ever went to the planter to complain, I was referred to the *gomashta*, who would not listen to complaints. If I handy words with the *gomashta* he threatens me with the godown.

1026. *President.*] Do you know the exact amount of your debt with the factory, and have you ever taken steps to clear yourself?—I do not know my debt with the factory, as I never went to ascertain about it. If I could only get the rent of my lands, which I have to pay to my zemindar, I should be content.

1027. Mr. *Fergusson.*] Have you got no *hath chittis* with you?—Some years they give me one; some years they don't.

1028. *President.*] Can you form no idea, by guess, how you stand with regard to the factory, whether you are 10, 20, or 50 rupees in debt to it?—My own opinion is that I ought to receive money; even if they only gave me the rent of my 12 beegahs of land, there would be a large balance in my favour.

1029. Mr. *Fergusson.*] Can you tell how many seers you got last year for sowing?—For seven beegahs, according to factory measurement, I got 14 seers, and 3½ seers of inferior quality.

1030. Mr. *Sale.*] Can you read and write?—No.

1031. Mr. *Temple.*] While the planter was your zemindar, did you pay him rent, or was the rent remitted in consideration of your sowing indigo, or did the planter ask for the *ijara* fees?—I had to pay the rent in cash without deduction. I had also to pay 1¼ annas *ijara*, and 1½ for the gentleman's table expenses.

1032. *President.*] What return did you get from your remaining 12 beegahs of land?—I sow *aous* or early rice; I have no late rice; I sow linseed and mustard mostly; linseed yields from 10 to 15 rupees a beegah. From my *aous* crop I get about 12 rupees, that is, about one *bish* and a half of grain.

1033. At what rate do you pay rent?—At eight annas a beegah, this applies throughout; but this does not include the homestead, which is two rupees a beegah.

AMEER MULLICK of Khanpore, Thannah Bagdah, Zillah Nuddea, called in; and Examined on oath.

Ameer Mullick.

1034. *President.*] HAVE you had any dispute with the factory about indigo, or about any lands?—I am a *gantidar*. About five or six years ago Mr. Larmour wanted me to receive advances; my *gaati* is one of 58 rupees *jumma*; I had neither plough nor bullocks, so I did not consent. Mr. Larmour has given advances to my under-tenants; I never objected to Mr. Larmour's giving them advances; when pressed I made my escape and came home. The dewan of Hilsamari factory came and called on my sons to produce me, and on this occasion the dewan took my two sons first to Hilsamari, and then to Katgarra. About four or five days afterwards some *lattials* were sent, headed by Jodu Biswas, Mr. Larmour's dewan, and they pulled down my *pucka* house, with three rooms, and the wall round the premises, and plundered three of my barns; besides this they knocked down five thatched or *kutcha* houses; I think it was in the Bengali year 1263 or 1264, in the month of *Bhadro*. Besides this they netted my tank of some very large fish with which I had stocked it. They also plundered my house of all my furniture,

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ture, tables, chairs, chests, brass utensils, rings, &c. When I saw the *lattials* I ran away, and fell down and twisted my foot, so I could not complain. My two sons were kept in confinement in Katgarra. After four or five months I got well, but I thought it useless to complain after that delay; but now I have complained under the new Act in the collectorate, because it is cheap and easy. I laid my suit at 3,984 rupees; I believe I have got a decree; I can't say the amount of it; but an appeal has been lodged against the decree in my favour.

Ameer Mullick.

1035. When what you have related occurred, did you owe any balance of rents to Mr. Larmour?—No, I owed nothing; but Mr. Larmour was always asking me for more rents. Sometimes 1,000 rupees, sometimes 800 rupees. My *potta* was about 84 years old; it was first given in the name of my first cousin, in the Bengali year 1211 or 1214.

1036. Mr. *Fergusson.*] Have you got re-possession of your homestead?—No, but my son has erected two other houses in Adampore, another village of mine. My former house was in the village of Khanpore.

1037. *President.*] How many under-tenants have you?—In the village of Khanpore 109, and about 50 or 60 in Adampore. Most of these men, except a few weavers, have been sowing indigo for some time. The thannah is distant about seven *coss*. There has been a subdivision established of late at Bongong; I cannot say how far Bongong is from my house; because when I came down here I avoided that place, and travelled by a circuitous route.

2 June 1860.

1038. Mr. *Sale.*] After four months, then, you did not resort to the courts?—I was told that after three months it was no use. Besides, Mr. Larmour had the powers of an assistant magistrate, so I thought it useless to complain.

1039. *President.*] Did you complain in your own name at Kishnagur lately?—Yes, I stated that my residence was in Khanpore formerly, and at present in Jungypore.

1040. Was it solely because you would not take advances, and because you would not give more rent, that all this occurred?—Yes; and also because my son Jalal Mullick complained against the factory dewan, Jodu Biswas, for interfering with him.

1041. Mr. *Sale.*] Where are your family now, and what are they doing?—My wife, seven sons, one daughter, and four grandsons, are now living on their relatives in the best way they can.

1042. Do all your ryots always sow indigo willingly?—For fear of being beaten, they sow.

1043. What is the condition of your own ryots now?—Having seen the ryots of three other villages seized, they are all in terror.

1044. Mr. *Fergusson.*] Were they ever imprisoned by the police or by Mr. Larmour?—Not by Mr. Larmour, but by the authorities since the new Act.

JINAT MULLICK, formerly of Khanpore, at present of Adampore, called in; and Examined on oath.

Jinat Mullick.

1045. *President.*] Are you the son of the last witness?—I am the son of Ameer Mullick. In the month of *Bhadro* 1264, Bengali year, Mr. Larmour's people laid hold of me, and took me to Hilsamari factory, and told me to sow indigo. I refused to do so, as I had neither ploughs nor bullocks. Hearing this, Mr. Larmour's people were going to present a petition against me, when my brother, Jalal Mullick, went and presented a petition at Kishnagur, which was sent to Mr. Larmour for report. Shortly afterwards Mr. Larmour became honorary magistrate. They kept me confined for three or four months at Katgarra; and when I got away I thought it was no use complaining, as Mr. Larmour was then an honorary magistrate. We have lately righted ourselves by Act X. of 1859. The dewan exacted 60 rupees from me. The money was raised by my brother-in-law.

1046. Did you complain to the criminal court?—No, I did not; but lately, about a month ago, I presented a petition to the Commissioner. I have not got re-possession of my lands.

1047. Mr. *Sale.*] Are all your ryots still on your property?—Thirty families have deserted their houses and left the place, and gone and established themselves in other places, owing to their aversion to indigo. Their property has been plundered by the factory people.

GUNNI DUFFADAR, Inhabitant of Bhobarpara, Thannah Hantara, near Ruttonpore Factory, called in; and Examined on oath.

Gunni Duffadar.

1048. *President.*] How long have you been in the habit of sowing indigo?—My father is a chowkidar, and happened one day to see the Kidirpore village burning, and being a police chowkidar, he raised an outcry, whereupon the *lattials* of the factory struck and speared us, and, while insensible, set us on an elephant, and took us first to the Ruttonpore factory, where we were kept for about an hour, and then to the Jatrapore factory. I don't remember dates exactly. They took me away in the month of *Choit*, and let me go in the month of *Srabun*. From the Jatrapore factory they took me away to some factory, the name of which I don't know, as this happened in the night. I was always kept in a godown, with the door locked. The dewan told us that he would give us regular wages, and restore to us all the property that had been taken away. I and my father were kept together. They also enjoined me not to make a complaint.

1049. Did they ever fulfil their engagements, and if not, did you complain?—They never gave me anything, but put me off with excuses from time to time; so I complained to the magistrate of Kishnagur, but I was persuaded by the factory people to put in a *razinama* (withdrawal of the case). This is about three years ago.

1050. How many beegahs do you sow?—I began to sow just before the case above-mentioned. I never received any advances. I have four beegahs of land altogether, for which I pay 10 rupees rent; they take the whole of these four beegahs for indigo.

1051. Baboo *Chunder Mohun Chatterjee.*] If all your land is taken for indigo, how do you manage to get on?—I am obliged to borrow from the

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Gunni Duffadar.

2 June 1860.

the *mahajan*, and my father gets four rupees from the village as chowkidar, by which means we live.

1052. *President.*] Did you ever derive any profit by sowing indigo?—No, I never got anything. They once gave me a *hath chitti*, but when I went to settle accounts, they tore it up. When I complained to the planter, he referred me to the dewan.

1053. Mr. *Fergusson.*] Did you say that you never got any advances, and that therefore you never received a single pice from the planter?—I never got any advances; but now and then I received a rupee or two; but that went to the dewan and *amla*.

1054. How often did you receive the rupee or two?—Once I remember that I received two rupees.

1055. On what occasion did you receive those two rupees?—On the occasion of my sending ten cart loads of plant to the factory; I cannot say how many bundles those carts contained. On getting credit for the two rupees, deduction was made for seed and for carriage hire; the rest the dewan and the *amla* got; besides which, I paid eight annas out of my own pocket to the *amin*.

1056. How much seed did you get from the factory to sow?—I got eight seers of seed every year from the *Sahib* to sow. According to the factory measurement the land is 2½ beegahs,; but according to mine it is four.

1057. How does your account stand with the factory now?—I believe I have something to receive, but I can't say how much it is. I am not able to read or write, and I don't understand much about accounts.

1058. You say you have to borrow from a *mahajan*; at what rate does he charge?—At one anna per month per rupee.

1059. Do you borrow grain from the *mahajan*, or money?—I borrow both money and grain.

1060. Do you borrow grain for the purpose of cultivating?—I borrow grain to eat.

1061. How do you live with simple borrowing, if you have no other means besides the pay your father receives as village chowkidar?—If we can't pay our debts, we sell a cow to liquidate them. I have got two bullocks and four milch cows: I don't sell the milk, but drink it. I have also a garden of mango and jack-trees, the fruit of which I sell; and so I manage to get on. I do not do any other business, but I sometimes work as a day labourer, and get four pice a day. I don't get a hot meal, but I got a handful of dry rice: and if my employer is of the same caste as myself, I get a pull at his *hookah*.

1062. Mr. *Temple.*] When you were confined in the godown, what sort of a place was it?—It was a dark room, in which the day and night were the same.

1063. Was there any window for air?—No.

1064. Did they let you go out for daily exercise?—No.

1065. What food did you get, and who brought it?—I don't know who the man was, but we used to get some rice in the husk and water. The man brought it to me when there was no one by to see that there was a prisoner confined.

ABADI MUNDAL, Christian, Inhabitant of Bhobarpara, Thannah Hurra, near the Hurra Factory, called in; and Examined on oath.

Abadi Mundal.

1066. *President.*] ARE you in the habit of sowing indigo for the Ruttonpore factory?—Yes, they generally make me sow indigo. My father has sown indigo for a long time. About three years ago the factory got the lease of my village, and called on me and all the other ryots to sow indigo. I was compelled to take advances of five beegahs of land, but on that they made me sow 10 beegahs; that is to say, my father got the advances; I never did. Before the factory got the lease of the village, my cattle were grazing on the plain one day, when 50 or 60 *luttials* came up, and were taking them away, when the herdsman gave me notice. I ran out and remonstrated; they threatened me, and when I persisted in going near them, I was wounded on the head and thigh, of which I still bear the marks. My father was also wounded at the same time. Whereupon they carried us away, first to Ruttonpore, thence to Jutrapore, from there to Dulalpore, and thence to Nischindipore. They took me in *Phalgun*, and let me off in *Jyeshto*; they took care of my wounds, but for eight days did not give me much to eat; after which they fed me tolerably well, confining me in the drying house. They gave me one full meal a day and *moorki* and *chera* (preparations of rice dried) besides, in the evening; they also brought me water, to bathe in the godown. In the end, the dewan of the Pirpore factory gave me 25 rupees, and let me go. I complained to the magistrate of Kishnagur, but no order was passed on my petition by the magistrate.

1067. Mr. *Sale.*] Why did they give you 25 rupees?—They told me that I had suffered a good deal of loss by my cattle being taken away, and that I had been wounded. Besides which, they told me, "You are a Christian," and they hoped I would not tell the *Padre Sahib* anything. But for all that I thought it necessary to tell the *Padre Sahib*.

1068. Mr. *Fergusson.*] Since this occurrence, did you sow indigo last year, and how much plant did you cut?—Yes, 10 beegahs; I cannot say what the produce was, but my father knows.

1069. Baboo *Chunder Mohun Chatterjee.*] How did the factory get the lease of the village?—After my affair, the zemindar and the planter made it up, on condition of my being produced and the cattle being returned. This was subsequently done.

1070. Mr. *Fergusson.*] Was the zemindar afraid, on account of the quarrel?—The zemindar was certainly alarmed, because during the night the factory people used to cut and take away the ryot's crops. The zemindar thought that the factory was very powerful, and might collect 5,000 men in a day, if necessary; and therefore thought it best to make it up. The zemindar had done nothing wrong, but he did not know what cases might or might not be brought against him. The planter used to go to the zemindar almost every day, until it was finally settled.

1071. Have you cultivated indigo this year for the factory?—Yes, we sowed 6 ¼ beegahs in October; I call that my full sowing.

1072. Did they not ask you to sow 10 beegahs, as usual?—No, this year they did not.

1073. Did you get any advance this year?—I cannot say; my father might be able to tell.

1074. Besides

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1074. Besides these 10 beegahs on which you sow indigo, what other lands have you, and what do you cultivate it with?—I have 48 beegahs altogether, including the 10 beegahs, on which I sow rice, linseed, and a little tobacco, for home consumption, and about 15 *cottas* of sugar-cane. The best lands are taken for indigo. I don't sow indigo for seed. They don't allow me to sow cold-weather crops on the indigo lands, but keep the stumps for seed, though they rarely produce anything.

1075. *President.*] Do the factory servants ever ask you for any money?—They do, threatening to charge us with cattle trespass, if we don't fee them. For the last two months it has not been so bad. If I complain to the *Sahib*, he drives me away.

1076. Mr. *Fergusson.*] Have you or your father ever had occasion to borrow money from *mahajans*, and what interest do they charge?—I have had to borrow at two pice on the rupee per month.

1077. Have you ever had occasion to borrow grain for consumption or for sowing, and if so, at what rate?—When for consumption, it is repaid at 50 per cent. for each maund; and when for sowing, it is at the rate of cent. per cent.

1078. In these transactions does the *mahajan* claim a right to take a further portion of the crop at a fixed rate below the bazar rate?—It never happened to me; but I have heard of cases in which the zemindar, who is also the *mahajan*, exacts such a rate forcibly.

1079. Does not the *mahajan* frequently lose by the ryot not paying him, so that a balance increases against the ryot?—Yes, it happens very often, because the ryots cannot sow their rice, on account of their being obliged to sow the indigo. *Abadi Mundal.* 2 June 1860.

1080. *President.*] In districts in which indigo is not sown, are the ryots never in debt to the *mahajan*?—No, not to such an extent, and those who get into debt generally manage to pay. They are not obliged to borrow rice; they may borrow money.

1081. Mr. *Fergusson.*] Did you never hear of ryots who did not sow indigo in your neighbourhood getting into debt?—Only in bad seasons, when instalments of the rent fall due before the crop is ready, then they are obliged to borrow.

1082. Is not the rice crop uncertain in your neighbourhood, on account of the seasons and the soil?—Yes; if there is a want of rain, the crop fails altogether; but the soil is pretty good.

1083. *President.*] Do not the planters make loans to the ryots when they lose cattle, or are in difficulties, without charging them interest?—I have never heard of such a thing.

1084. Mr. *Sale.*] Did your father ever make a request to the factory for a loan?—No, we never applied, nor have I ever heard of any one who received one.

Ahad Mundal, Inhabitant of Boalia, Thannah Kaloopole, near the Sinduri Concern, called in; and Examined on oath.

1085. *President.*] For what factory are you in the habit of sowing indigo?—I sow indigo for the Nihalpore factory in the Sinduri concern; my father and grandfather had sown for the concern, and I have sown on accordingly. I sow what I call 14 beegahs, according to zemindary measurement; they call it seven. I have a *jumma* of 48 rupees, comprising 107 beegahs; I have two ploughs and eight bullocks, also two bullocks for carts, and some milch cows; we are four brothers. *Ahad Mundal.*

1086. What was the produce of your 12 beegahs last year?—I can't say how many carts or bundles I had last year, because I never went there to see how accounts stood. This year I have not been sued for breach of contract. If there was money owing I should have been sued; but the factory people broke up 18 beegahs of rice land and sowed it with indigo. My rice was about three or four inches high; I made a verbal complaint to the magistrate. The factory claimed my land as their *nij*, and got an order accordingly from the court.

1087. Mr. *Sale.*] Why did you not get a petition written, and present it to the magistrate?—I had no money to get a stamp paper, and I was afraid, but I complained in person by word of mouth.

1088. Did you ever take any advances from the factory?—I never did.

1089. Mr. *Temple.*] If you get no advances and receive no remuneration, why do you continue to sow?—They make me sow forcibly by beating.

1090. What force has been actually applied to you?—They lay hold of us and beat us and drag us to the factory. This has happened to me every year.

1091. When were you last beaten?—Three years ago I was beaten with a split bamboo, because I did not weed properly.

1092. When were you last dragged to the factory?—I was dragged to the factory the same time I was beaten.

1093. You have not been dragged to the factory for the last three years?—Not since then.

1094. Have you ever seen the inside of a factory godown?—No, nor have I been confined.

1095. *President.*] Are you in debt to the *mahajan*?—Yes, I have been in debt for the last two or three years; my debt is about 200 rupees.

1096. You know that your debt to the *mahajan* is 200 rupees; how is it that you cannot tell us the amount of your debt to the factory?—The *mahajan* tells me that my debt is 200 rupees; I borrowed myself 48 rupees; I believe that the rest was made up by my father's debt; I have paid 41 rupees, and whatever the accumulated interest and the balance may come to, for that I am indebted to the *mahajan*; the interest is two pice per rupee.

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SANTOSH MUNDAL, Inhabitant of Pattarghatta, Govindpore, Thannah Hantara near the Ruttonpore Factory, called in; and Examined on oath.

Santosh Mundal.
2 June 1860.

1097. *President.*] FOR what period have you sown indigo?—Since the factory got the lease of the village in 1853. I have sown indigo with my own ploughs for the last seven years. In the first year I received 30 rupees at three rupees a beegah for 10 beegahs of land, because it was new; the lease was taken in *Magh* and in *Chaitro*; 25 men were sent to fetch the people of the village to the factory. I was unwilling to take the advances, but I was told to take the money and bury it in the ground and it would become a tree, so I took it home, and I accordingly sowed 10 beegahs according to their measurement, but according to mine, 17. There was some fair produce worth about 12 rupees, but what with seed, fees, and stamp paper, I only got two or three rupees; the original advances remained as they were, and in addition to that they made me take 15 rupees advances for five more beegahs. I remonstrated, saying that I had not cleared the old advances. They said, "take your money, the accounts are our matter;" so in the end I was obliged to take it.

1098. Mr. *Sale.*] At the time of receiving the money, did you not sign a *kabulyat*?—No, I did not; they wrote my name in the account book. They never gave me any more advances except on those two occasions, but those 15 beegahs, according to my measurement, are 20 or 25 beegahs. Two years after I had taken another *jumma* in another village of 10 rupees, that of a ryot who had abandoned it; this ryot used to sow indigo. I was sent for to the Hurra factory, and was told to take up his liabilities to the extent of 26 rupees. I had taken lease of these 10 beegahs from a Mahomedan gentleman, a *mulla*. I refused, but they said you must sow eight beegahs with indigo; I said that if I took up this man's indigo liabilities I might also have to take up his debts with the *mahajans*, so I would not sow, but I made arrangements with the ryots of that village to sow some other crops for me: then when the rain fell and the ground was fit for sowing, the factory people came and sowed indigo by force. The dewan told me that I must still sow six beegahs. I was willing to give 10 rupees to get off sowing, and increased the offer to twenty rupees in the presence of the *Sahib* and the dewan. I even went beyond that, and said I would give 26 rupees, or the full amount of the ryot's balance. Then they said, "sow two beegahs, and let the balance remain." I thereupon went and got a letter from the head of the concern to the manager, at which the manager got very angry and said, "Now that you have complained to the *Burra Sahib*, you shall sow five beegahs." The matter ended by my sowing three beegahs one year, and I have to pay the rent of the 10 beegahs to the landlord though I cannot cultivate it; I don't wish to give it up as the land is profitable, and I could get 30 rupees out of it if I could only cultivate it all.

1099. Mr. *Fergusson.*] Can you state how your account now stands with the factory?—I am in debt to the factory about 49 or 50 rupees for last year. We had a magnificent crop, higher than my head, and I took 125 cart loads of plant to the factory.

[Commission adjourned at 5·30 p.m.

Monday, 4th June 1860.

PRESENT:

W. S. SETON-KARR, Esq., C.S., President.

Members:—R. Temple, Esq., C.S.; W. F. Fergusson, Esq.; Reverend J. Sale; Baboo Chunder Mohun Chatterjee.

Santosh Mundal's Examination continued.

Santosh Mundal.
4 June 1860.

1100. *President.*] When you took 125 cart loads of plant to the factory, how many bundles were you credited with?—When I took my carts to the factory, they did not measure the bundles but threw them into the vat. I however, remarked that they had raised the sides of the vat a foot higher than what they used to be. They told me that I should be credited with 65 bundles, but I never got a receipt for them; it was not the *Sahib* who told me this, but the dewan and the mohurrir.

1101. Have you ever tried to pay off your debt to the factory?—I have done so with respect to the 10 beegahs of land I took up, but with regard to the rest, I never took the money; I only delivered my indigo every year.

1102. What amount of remuneration and what system would satisfy you, so that you would henceforth sow indigo?—If the land belonged to the Queen, and the Sahib had nothing to do with it, but only dealt with us as a mere merchant, and paid for the plant in cash right down, we should be satisfied. Formerly there was abundance of indigo, when the Sahibs had not got estates. If a man takes a cartload of thatching grass to the city he get five rupees for it; if he was to get four or five rupees for a cartload of indigo, it would be all right; if there was proper justice

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Santosh Mundal.

4 June 1860.

justice shown to the complainants, the ryots would be ready to sow. I have heard that towards the east there is a custom for the ryot to receive his price according to the out-turn of indigo, viz., after the manufacture, the share of the factory is six annas, and that of the ryots ten annas; I believe this custom prevails both in the European and Native factories; I can't say exactly where this is carried on, but I believe it is somewhere towards Pubna. When I stated the proportion as above, I meant the division should be of the profits, after the manufacturing expenses were paid off.

1103. Mr. *Fergusson.*] Do you owe money to any *mahajan*?—No, I don't.

1104. Would you be willing to pay off the planter, if allowed?—Whatever my just debts would amount to I am willing to pay.

1105. Do you expect to be allowed to alter the contract and make out the account as you please?—My agreement was four bundles per rupee: I have got a *kuth chitti* for one year; the account of the factory was 21 rupees, but the *Sahib* said I could not get so much, so all I got was 11 rupees.

1106. What kind of *potta* have you got?—I have a *potta* unlimited as to time, and I cannot be ejected so long as I pay the rents. The *ijaradar* exacts in some places two annas, and in some places one anna, on the rupee. The zemindar formerly measured my lands and assessed them at a proper rent in 1241 or 1242 Bengali year; I was then very young.

1107. Cannot the zemindar enhance the rent if he pleases?—Against the will of the ryot the zemindar cannot, because I pay for all lands, whether cultivated or uncultivated, at a proper rate which has been fixed.

1108. If rice and linseed were to get to three rupees a maund, would the zemindar be entitled to any of the profits, or would you take it all?—The profit or loss are both mine. Should a ryot's land diluviate, and he lose a few beegahs, the zemindar would not remit any portion of his rent; the ryot's remedy is to throw up the *jumma*, *i. e.*, if the zemindar will take it back. I have heard of Act X. of 1859, but I can't say exactly who benefits by it.

1109. Mr. *Sale.*] If you saw Act X. of 1859, could you read it?—I could read some of it.

1110. *President.*] What other means of livelihood have you?—I have a *mudi's* shop in my village, and I sell clothes; I also sell some of my own wood if any one wants to burn bricks. I also lend money and rice, but my dealings in rice have been rather interrupted, owing to my having to sow indigo.

1111. On the whole, are you properous in your worldly affairs?—I was getting on pretty well, but I was fined in the month of *Ashar* 100 rupees by the factory *amin* for not weeding, and 100 bamboos of mine have been cut down every year. I complained last *Bhadro*, together with a number of other men, to the magistrate, of general oppression; it was not a particular complaint of my own, but we complained in a general way.

1112. Mr. *Sale.*] Why did not you yourself write a petition and present it to the magistrate?—We were all in the same circumstances, and thought it better to complain in a body; I was afraid to complain alone of my other grievances.

1113. Mr. *Temple.*] You say there is a great difference between your beegah and the factory beegah, how is this?—The difference is between the planter's and zemindar's measuring chain. A perch, according to the zemindar's measurement, is 11 beegahs, and according to the planter's it is 10 beegahs 12 *cottahs*; it is about 10 to 15 *hauts* difference in 55 yards.

1114. How did you get the 100 rupees to pay the fine?—I had sent a large cargo of wheat to Calcutta, for which I got 790 rupees; I paid the fine out of that.

1115. To whom did you pay it?—To Joy Chand Sircar, head *amin*.

1116. Where is Joy Chand Sircar?—He has absconded, and has gone to his home.

1117. Where is his home?—Radacautpoor, under the jurisdiction of thannah Mirpore.

1118. Are you quite sure it was 100 rupees you paid?—Yes, 100 rupees.

1119. Can you produce any proof of the payment?—Yes, I have witnesses to prove the same, before whom the money was paid.

Seraj Biswas, Inhabitant of Perijpore, Thannah Mirpore, Zillah Nuddea, near the Nischindipore Concern, Factory Toughi, called in; and Examined on oath.

Seraj Biswas.

1120. *President.*] How long have you been in the habit of cultivating indigo, and how many beegahs?—About six or seven years ago I was first told to sow 1½ beegah, for which I got three rupees advance. On the accounts of that year being settled I was paid plants to the value of one rupee; there were two rupees against me. The next year I was told to cultivate another beegah and a half, and got another three rupees; the return that year was four rupees. Since then I have continued to sow what they call three beegahs, but what I call 5½ beegahs. I have not sown this year. They have not sued me yet under the new Act, but I believe they will do so.

1121. How many beegahs of land have you altogether?—Fifteen beegahs; of these 5½ go to indigo, and four are uncultivated, because I have no time to attend to cultivation during the months of *Phalgun* and *Chaitro*; on the remaining lands I sow early and late rice, two and half of the latter and about five beegahs of early rice. After the early rice I am in the habit of sowing mustard, linseed, &c. This year I only sowed one and half beegahs of linseed, because my ploughs were taken away at the very time that there was the right moisture in the land.

1122. Can you state the returns of your rice lands?—In good years about a *bish* and half of *aous*, or early rice, and about the same of *aumon*, or late rice. The straw of the *aumon* rice is eaten by my cattle; I have two bullocks and a plough.

1123. Are you in debt to the *mahajan*?—Yes; if I were to make up my accounts it would be about 80 or 90 rupees. I was obliged to borrow to live and pay my rents; it was not for the marriage of my son, for which purpose I was able to scrape up money enough from my relatives this year.

1124. Can you state the amount of your debt to the factory?—About six or seven rupees; last *Bhadro* I conveyed 18 cartloads of plant to the factory, for which I was only credited with seven bundles; according to my estimate, I should have

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Seraj Biswas.

4 June 1860.

have had three bundles to a cart, or 54 bundles in all.

1125. Mr. *Fergusson.*] Do you really mean to say that you carried more than 50 bundles, and were only credited with seven?—Yes, I do mean to say so; if I complain to the *Sahib*, the servants turn me away.

1126. Did you never try to get rid of the petty debt by paying it off?—I never really attempted to borrow to clear myself, as I really thought it useless, as they would not take it.

1127. What seed did you get from the factory last year?—Seven and a half seers, at the rate of 2 ½ per beegah.

1128. *President.*] Did they take anything for stamp paper?—They did not actually take it from me, but they charged it in the account.

1129. Mr. *Fergusson.*] What kind of *potta* have you got, and what rent do you pay?—I had a rent-free tenure which was resumed, that was 2 ½ of land in the plain 1 ½ homestead and garden; this was assessed at six rupees. Besides this I had a *jumma* of 5 ½ rupees, and I have lately increased my *jumma* by taking more lands up to 16 rupees, *i. e.* three beegahs pay a rupee, or about five annas four pie a beegah. Besides these they exact several items as *ijaradar's* fees, and for each rupee of rent they take five pice, and on each beegah of land two pice, *i. e.* 7 ½ annas on 15 beegahs. Besides this they take eight annas for fowls and table expenses; the servants of the factory take this from us by order of the *Sahib*; my *potta* is without a term; I have lately received my *pottas*, one, three years ago, and one last year. My understanding is, that I am not to be molested as long as I pay rents at the amounts stated.

1130. Baboo *Chunder Mohun Chatterjee.*] Why did you not sow this year?—My reason for not sowing is, that I am tired of the business, and my cows have grown old.

1131. Is indigo cultivation profitable to you or not?—No, it is not profitable to me.

1132. *President.*] If indigo was profitable, would you cultivate it?—No, not at a rupee for two bundles, nor at a bundle the rupee.

1133. Baboo *Chunder Mohon Chatterjee.*] What is your reason for this?—Because my *izzut* or honour is taken away. One day I went to sow my own lands in *Baisakh* last year, when the *amin* and *takidgir* plucked me by the beard; I went to complain to the *Sahib*, and he drove me away.

1134. What led you to take advances in the first instance?—The *Sahib* got the *talookdari* rights, and said, those who would not cultivate, would be driven away. The advances were never paid into our hands, but were intercepted by the dewan, *amin*, and *takidgir*.

1135. *President.*] Of what rank in life are the dewan, amin, and other servants?—The dewan is a Kaiburt, a respectable man; but for all his respectability he takes money. He has a wall round his dwelling, and deals in money. I have not seen his house; the *amin* is a Brahmin; the *takidgir* is a Mussulman about the same rank as myself.

1136. Mr. *Fergusson.*] What is the measurement of a beegah?—The zemindary measurement is 80 *hath*; the factory measurement I cannot say, as they won't allow us to measure the chain.

1137. What interest do you pay the *mahajan* on your debt?—Half an anna per month on the rupee.

1138. *President.*] Have you ever received any loan from the factory without interest, or any medicines when you were sick, and is there a school kept up by the factory?—I never got any loans without interest, nor medicines when I was sick, nor is there a school kept up by the factory.

1139. Mr. *Fergusson.*] Do you give any bond or engagement to the *mahajan* for your debts?—There is always a bond given and signed.

1140. Is it a blank stamp, or is it a written engagement?—It is written by some man who can write, either a Mussulman, or a Kayast. Those who can write sign their names; others make a mark.

1141. Mr. *Sale.*] When you first received advances, did you sign any *habulyat* on stamp paper?—No, but I was charged two annas for the stamp.

1142. Baboo *Chunder Mohun Chatterjee.*] Have you yourself suffered any other oppression at the hands of planters?—From the month of *Kartik* I have been obliged to plough the *nij abad* 15 or 16 times, and have never been paid for it. Last year I was fined *Rs.* 1. 8. because my cattle were said to have damaged indigo, but they really had not done so. Every year they cut my bamboo trees, and never pay me for them; they never took my vegetables.

1143. *President.*] You complain of these oppressions now; did you ever complain before this to the magistrate or police?—Our *Sahib* is magistrate, our *Sahib* is daroga, our *Sahib* is zemindar. If we dared to complain against him, they would have our family and cattle carried away. I have come here because I cannot stand it any longer.

1144. Were you better off under the native zemindar, or the planter zemindar, putting aside the cultivation of indigo?—We should prefer the native zemindar, because the zemindar hears complaints, and fines a man according to his means; whereas the *Sahib* does not listen, but visits us with very heavy fines.

1145. Mr. *Fergusson.*] Did you ever go to the planter's cutcherry, and seek for redress?—I have been three times to complain, twice about weeding, but I was driven away; and the last time was when my beard was pulled.

Dinu Mundal, inhabitant of Mozumpore, Thannah Damuhuda, Factory Dulalnuggur Concern, Nischindipore, called in; and examined on oath.

Dinu Mundal.

1146. *President.*] How many beegahs of land have you?—I have two *khadas*, *i. e.* 32 beegahs of land; I had an old *potta* which was burnt, and in 1261 Bengali year, I took some more lands from the *Sahib* at four beegahs per rupee. I have now to pay, besides that, expenses of cultivation, five pice, and two annas *ijara* fees, and two pice for measuring. My agreement is to cultivate 3 ½ beegahs of indigo, but under that pretext they take 5 ½ beegahs.

1147. How did you first take advances?—I never got any advances; they threw the *hath chitties* into my house. My father had been to the factory one day, but they let him go as he was an old man. They then told me to sow 5 ½ beegahs; I could not help myself, because the planter

planter became my zemindar, and that involves being judge, magistrate, and everything.

1148. What was the produce of your indigo?—I had the return of seven cart-loads which I conveyed to the factory, but they gave me no acknowledgment. I never in any year got my money for produce; I only got the stick.

1149. Then why did you keep on sowing?—I could not help myself, I was forced to sow by beating.

1150. Why did you not complain to the magistrate?—I never could go there, as I was always watched by spearmen and clubmen, nor could I go to the Daroga; I never received a rupee from the factory in my life.

1151. Did you ever receive any other collateral advantages from the factory, such as loans without interest, or medicines, or instruction?—No, I never got any loans nor medicines. I can read and write, but I learnt this from a Bengali Sircar.

1152. Then did you derive no advantage whatever from indigo cultivation?—No, no advantage whatever.

1153. No protection from a third party oppressing or quarrelling with you?—No, not in the least. Last year Tilak Bose, *gomashta* of the factory, ordered Arif Sheik to beat my younger brother, and I complained to the factory and got no redress.

1154. What do you sow on your remaining lands?—I sow very little. Last year I was sowing two beegahs with early rice, and my brother was returning from cultivating indigo, Tilak Bose and Arif Sheik abused and beat me for sowing my rice lands, and for not sowing the indigo. The *Sahib* had then just gone home.

1155. What have you sown this year?—I have not sown any indigo; I have sown 16 beegahs with early rice, and I have got some late rice yet to sow.

1156. Have you been sued for breach of contract under the Act of this year?—I have not; but I cannot say what has happened since I have been here; but if my throat is cut, I won't sow indigo.

1157. Mr. *Fergusson.*] Will you allow your throat to be cut before you pay your debt to the factory?—If I owe anything to the factory I will pay it, but I do not owe anything.

1158. In what way do you want to make up your account with the factory; is it to be made up according to the agreement, or how?—I am told by the factory people that some two rupees are given for every beegah, and four annas for seed for the same. When they gave me a *hath chitti*, they put at the bottom two annas for a stamp paper, which I have never seen; my set-off to this is six or seven cart-loads of plant a year. My account is five bundles to a cart; and according to my calculation, I should, for 30 bundles, receive *Rs.* 7. 8. I did not give seven cart-loads every year; last year I only gave five.

Dinu Mundal.

4 June 1860.

1159. *President.*] Have you ever signed any agreement to sow indigo?—No, I have not. I have cultivated the *Sahib's nij abad*, ploughed it, and given it the *mui* and *bida* (harrow and sceffler) for the past three years, and paid labourers for cutting the plant; and I have not received a pice for all this. I never got a meal, nor so much as a drink of water; instead of any sweetmeats I got the bamboo.

1160. Mr. *Temple.*] Did you never prefer any complaint to the head of the concern, Mr. Forlong?—If I go to the *Burra Sahib*, Mr. Smith gets angry; if I go to Mr. Smith, the dewan gets angry; if I go to the dewan, the *amin* gets angry; and if I go to the *amin*, the *takidgir* gets angry; and there it ends.

1161. Have you ever personally been to Nischindipore?—I was going to Mr. Forlong, to complain of the enhancement of rent, as well as of the measurement; I saw Mr. Forlong, but the *amla* said that the two annas were an increase on the profit of the *ijara*.

1162. But this was a matter of rent; did you ever go to Mr. Forlong, to complain about any indigo oppression?—I have not been to complain about indigo oppression; if any one goes, and it becomes known to the *gomashta*, the complainant is punished.

1163. Upon what terms should you be willing to sow indigo of your own free will?—Not for two bundles a rupee, not for a bundle a rupee, nor for 100 rupees a beegah.

1164. But 100 rupees a beegah is a very great profit, and if you ever get that sum from rice, why would not you cultivate indigo for the same?—The annoyance arising from indigo cultivation is perfectly killing.

1165. But supposing these annoyances were removed, and supposing you were not to be oppressed in the way you have been, on what terms would you then cultivate indigo?—Let there be profit or let there be loss, I will die sooner than cultivate indigo.

1166. But supposing the old accounts were wiped out, and you had not to cultivate a single *cotta* unless with your own accord, what objection would you then have to cultivate indigo?—My objection remains; I will not sow.

1167. Supposing your zemindar was a native, what terms would you require to sow indigo?—No, I won't cultivate indigo for any one on any account whatever.

JAMIR MUNDAL, Son of Sonaulla, Inhabitant of Joyrampore, Thannah Damuhudah, near the Loknathpore Concern, Mussulman, called in; and Examined on oath.

1168. *President.*] How long have you been in the habit of cultivating indigo, and in what quantity?—From my boyhood. For about fifteen years I used to cultivate four beegahs of land; then three years ago the factory people increased it by one beegah, and last year they increased it again by 10 *cottas*; my *jumma* is 39 rupees at 2½ beegahs a rupee. As regards my other lands, I sow 16 beegahs of early rice, and four of late rice; I have four beegahs, garden and homestead, and six beegahs of *kor* or thatching grass.

Jamir Mundal.

1169. What advances have you received for indigo, and what indigo did you produce?—I received eight rupees for the four beegahs at first; I never got any since; I can't say how much indigo I gave each year; last year I delivered 47 bundles. This is what the *mohurrir* told me.

1170. Did you go to the factory to settle your accounts?—No, I never went.

1171. Why did you not go?—Because I thought it of no use.

1172. Mr. *Fergusson.*] Did other ryots go to

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Jamir Mundal.

4 June 1860.

settle their accounts?—There is no account kept for Joyrampore.

1173. Besides those of Joyrampore, did not the ryots of the neighbouring villages go?—I cannot say whether they did or did not; the factory is easily visible from the village.

1174. *President.*] The *mohurrir* told you that you were credited with 47 bundles: did you never on this go to the factory, to see what was owing to you?—The *mohurrir* told me, a month afterwards, in the bazar; but this *mohurrir* was changed, and sent to the Sindooree factory. It is not our custom to go to the factory until sent for; if we go on our own accord we are beaten.

1175. Besides a failure to settle the accounts, do you complain of anything else?—Last year 100 of my bamboos were cut, and I was made to cut grass, and cart it, and was never paid for it; other ryots have been treated in the same way.

1176. Did you owe any rent to the factory?—Yes, I owe *Rs.* 5. 8.; I have been sued under Act X; I have had to pay one anna *ijaradai* up to this year; this year, however, I have not paid it.

1177. Why don't you complain to the magistrate?—If I go to complain, my house will be pulled down. The people of our village complained at the Damuhudah sub-division about the *lattials*, since which the *lattials* have been removed to the factory.

1178. Mr. *Temple.*] How many *lattials* used to remain in the factory?—About 200 or 300.

1179. Since the sub-division is brought so near your village, has oppression diminished?—Not in the least.

1180. Supposing that all trouble and oppression were at an end, and you were at liberty to cultivate as much or as little indigo as you wished to sow, on what terms would you consent to sow?—I would rather go to a country where the indigo plant is never seen or named.

1181. What is the reason for this intense dislike to indigo?—I have my honour to look after as much as great people.

1182. Mr. *Fergusson.*] Are you equally averse to railroads?—No, railroads are unobjectionable; the railroad people never beat me.

1183. Was there not a dispute between your village and the railroad engineers?—There was a row about cutting down a tree; my house is at the west end of the village, and the ground where the rail is to run is at the east end; the ryots got paid for their trees all right.

1184. Was there not a row or dispute about their refusing to give the engineers milk and other provisions?—I don't know; I have not heard of it.

DUKHI SHEIKH, Inhabitant of Doosta, Thaunah Damuhudah, near the Loknathpore Concern, Mussulman, called in; and Examined on oath.

Dukhi Sheikh.

1185. *President.*] How many beegahs of land have you got in your *jumma*?—I have 60 beegahs at 20 rupees *jumma*; I sow seven beegahs with indigo, but according to my measurement they are 11 beegahs. I first commenced sowing indigo about 12 to 14 years ago; they gave the first year two rupees advance per beegah. Three years after they gave me three rupees to cultivate two more beegahs; the following year they increased the cultivation by one and a half beegahs, and gave me another rupee, and made it up to six beegahs in all.

1186. How much plant did you deliver?—From seven to 10 cart-loads of indigo, yearly; I used to go to the factory myself; I never got a *hath chitti*; they used to fling my plant into the vats. In *Phulgun* and *Chaitro*, the *amin* or *takidgir* used to come to my house and tell me I had nothing to receive.

1187. Do you know how your account stands with the factory?—I do not know how it stands.

1188. Did they sue you for breach of contract?—Yes, they have done so; I have a *moukhtar* to look to the case.

1189. Mr. *Fergusson.*] Did you sow any indigo this year?—No.

1190. Did anybody advise you not to do so?—No one instigated nor advised me. On the 8th of *Agran*, we, and the inhabitants of several other villages, complained to the Commissioner, who was on his tour. The Commissioner said, "If you don't wish to sow, go and deposit your balances with the judge." I cannot say what my account is with the factory; I cart the indigo in the months of *Srabun* and *Bhadro*; I carry seed in the months of *Agran* and *Posh*; I never received any hire for my carts; if I asked for it I got beaten.

1191. Do you sell any indigo seed to the factory?—I grow some seed, which I give to the factory, for which I receive nothing. Last year I gave a maund of seed, and never got anything for it.

1192. Did you never receive any money from the factory, except the advances?—I never received a pice, nor borrowed one from the factory.

1193. Has the factory tried to increase your rents?—They have never increased our rents; but we have been called upon for one and a half annas on the *ijaradari*; Kistoram Sircar, the factory *gomashta*, takes every day two or three large bundles of plantains and never pays for them; it is no use to complain to the planter.

1194. Why did you not refuse to sow indigo last year, and why this?—Last year they ploughed up two beegahs of pepper and sowed it with indigo; I did not know that there were any authorities to complain to. Since last *Agran*, when the Commissioner came to the interior of the district, we have become aware of the fact and have refused to sow; no one instigated us. Last year I could only sow six beegahs of rice lands with two ploughs; this year I have sown 52.

1195. Mr. *Temple.*] Have you ever been actually beaten yourself?—I was beaten three times last year.

1196. Have you ever been confined in a godown?—No; I was never confined in a godown.

1197. Have you ever had your cattle seized?—Yes, they seized my cattle and obliged me to pay a rupee a head for their restoration; I was fined for three years at three rupees a year for cattle trespass. The year before last the axle of my cart broke, consequently I could not go to the factory, and I was fined a rupee and a half.

1198. Have you ever had your house broken down by factory people?—No, never.

1199. Have you ever seen a *lattial*?—Every week or 10 days I used to see 50 or 60 of them.

1200. Did

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1200. Did these men ever threaten you?—They did not threaten me, but the sight of them terrified me. They plundered and burned down a village.

1201. Did you see them do this?—Yes, I saw the burning.

1202. Did you mention the name of the village?—Doodbandli. There was a complaint made to the magistrate about it.

Dukhi Sheikh.

4 June 1860.

[Commission adjourned at 5.30, p. m.

Tuesday, 5th June 1860.

PRESENT:

W. S. SETON-KARR, Esq., C. S., President.

Members:—R. Temple, Esq., C. S.; W. F. Fergusson, Esq.; Rev. J. Sale; Baboo Chunder Mohun Chatterjee.

HADJI MULLA, Mussulman, Inhabitant of Chandpore, Thannah Hardi, near the Jalsuka Factory, Nischindipore Concern, called in; and Examined on oath.

1203. *President.*] How long have you been cultivating indigo, and how much land have you?—I have cultivated five and a half beegahs of indigo for the last six or seven years; I have always sown this amount; I have only one plough; my *jumma* is one of 22 rupees, and comprises 31 beegahs; I have about 12 beegahs of high land, and the rest are submerged lands. In the submerged lands I sow rice; sometimes it is drowned, and sometimes it ripens; we have no rice planted with the hand in our part of the country.

1204. How were you first led to take advances?—I did not take any; my grandfather did.

1205. What plant did you generally deliver to the factory, and how does your account stand?—I cannot say exactly how many cartloads I delivered each year, but last year I delivered six cartloads; by my account six cartloads should give me 12 bundles, and 12 bundles would satisfy me. I did not go, but my brother went with the plant last year to the factory; he was told that he was credited with two bundles. My idea is that I ought to receive something instead of the factory getting anything from me. I have a cart that used to work at the factory every year; sometimes for one month, sometimes for two, during the manufacturing season, for which I received a rupee; eight annas before, and eight annas after the work was done. I am now receiving 16 rupees a month for the services of this cart from the railway department. I am also occasionally made to carry bamboos and thatching grass, from one factory to another, for which I receive nothing.

1206. Have you never complained to the planter when he rides out to inspect his lands?—I am afraid to go near him, because he gets in a passion.

1207. Can you not say what is the total of your account with the factory for everything?—I ought to get 260 rupees from the factory, *i. e.*, according to the rate the Railway Department pays me for my cart.

1208. Mr. *Sale.*] Can you state what is the nature of your agreement with the factory, or have you signed any agreement to deliver indigo at a certain rate?—I never signed anything; I can read and write; I have delivered indigo to the factory every year, by compulsion.

Hadji Mulla.

5 June 1860.

1209. *President.*] To whom do you pay rents, and at what rate?—The *Sahib* has an *ijara* of 13 pice in the rupee of rental, and the remaining 12 annas and 9 pice go to the zemindar. The factory does not take anything openly as *ijara* fees, but it takes something for interest and expenses at about one anna on the rupee. I am not called on to pay any other expenses in the way of rents, but I had 32 *babul* trees cut down, which were worth six annas each; they likewise take straw for their cattle to eat, and when I make molasses of sugar-cane, then the dewan, *amin*, and *takidgir* ask for their share of it. The dewan takes 15 seers, the *amin* 10, and the *takidgir* 5; they take not only from me, but from the ryots of the village; this is a yearly custom.

1210. Did you not receive money annually from the factory?—If a few annas are owing to me, they transfer it to the rent account, and give me a remission.

1211. Did you never receive an advance every year?—In the present year they have transferred *Rs.* 1. 8. to the rent account. Last year I received nothing; the year before that nothing; but the year before that I got two rupees. Except in these two years, I got nothing.

1212. Have you sown indigo this year?—Yes, I sowed 1 beegah and 17 *cottas* last *Kartik* in this way. I had first sown it with *kalai* (vetches) and mustard seed; then the *takidgir* had it sown with indigo, and when my seeds came up they went and reported to the factory that I had sown *kalai* after the indigo. I was unwell, but they took my brother to the factory and beat him, and he was laid up for three months. This was the reason why I did not sow in *Chaitro*. They have taken out a summons under the new Act. What the result will be I cannot say.

1213. Was that remission of the *Rs.* 1. 8. rent before or after you sowed the *kalai*?—It was in the month of *Phalgun* that I received the transfer; I had sowed in *Kartik*.

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Hadji Mulla.

5 June 1860.

1214. Are you quite sure you received no cash?—I am quite positive about it.

1215. *President.*] Are you now willing to sow indigo; and if not, on what fresh terms would you be willing to do it?—I am not willing to sow, and I don't know that any fresh terms would satisfy me.

1216. Mr. *Sale.*] Would you not be willing to sow at a rupee a bundle?—No, I would not; rather than sow indigo I will go to another country; I would rather beg than sow indigo.

1217. Mr. *Fergusson.*] If you don't sow indigo, don't you think it likely that the zemindar would raise your rents?—No, the zemindar cannot; he gave me a fixed *potta* about nine years ago. In my *potta*, all the different kinds of land, homestead, garden, high and submerged lands, are charged at the same rate; that rate is two beegahs nine and a quarter *cottas* per rupee.

1218. Mr. *Sale.*] Does the planter take the land for indigo according to the same measurement as that at which they fix the rent?—No, they do not; five and half beegahs of factory measurement would be 11 beegahs of zemindary measurement.

1219. If one of your cart bullocks died, and if you asked the planter, would he not give you money to get another?—No, I get no assistance of that kind from the factory.

KADAMULLA, Mussulman, Inhabitant of Badamtolla, Thannah Hardi, near the Jalsuka Factory, Nischindipore Concern, called in; and Examined on oath.

Kadamulla.

1220. *President.*] WHAT *jumma* have you; how many beegahs of land have you, and how many do you cultivate with indigo?—I have a *jumma* of 27 rupees; that is, 80 beegahs of land, of which I have cultivated six beegahs with indigo all my life; but what they call six beegahs is, by my measurement, 14.

1221. Did you ever receive any advances?—I did not, but my father received two rupees advance long ago; my father is now dead; he cultivated indigo all his lifetime, and since his death I have continued to do so. The produce of my land is generally six or seven cart-loads; I have no account of it in bundles, as the plant was taken and thrown into the vats. There is no use complaining to the *Sahib* about it.

1222. Can you state how your account now stands with the factory?—Last year I got two rupees from the factory, one of which was taken by the dewan, eight annas by the *mohurrir*, and eight annas by the *amin* and *takidgir*. According to my own account, my carts should give five to six bundles a cart. I cannot add up and say how many bundles my 10 carts would give me. Besides, I have two months' cart hire due to me. I ought to be paid *Rs.* 7. 8. a month for the cart; that is the rate in my part of the country. I have to pay rents to the factory in the proportion of nine pice in the rupee; the rest I pay to the zemindar. I never received any deduction in my rents on account of my dealings in indigo.

1223. What else did you sow last year besides indigo?—I sowed six beegahs with rice; the rest is uncultivated. I had prepared three beegahs of land with great care from *Magh* to *Sraban*, intending to sow chillies on them. The factory sowed this piece of land with indigo for seed in the month of *Sraban* last. I took the seed to the factory and cleaned it, and put it into the *qola*, and never got anything for it. I was obliged to take it to the factory, as I could not sell it on my own account; if I could have sold it in the bazar, I could have got 25 rupees and upwards for it; but if I had sowed chillies on the land, I should have cleared 40 rupees profit per beegah.

1224. Have you sown indigo this spring?—I have not sown this year, and I have been sued for breach of contract; there has been no decision as yet in my case.

1225. You have said, that if you had sown chillies you would have got 40 rupees a beegah; if you got 40 rupees a beegah for indigo, would you consent to sow it still?—No, I would not sow indigo again.

1226. Mr. *Sale.*] What is the cause of your unwillingness to sow indigo?—Let the accounts be squared, and if we are in debt to the factory we will pay it up; but sow indigo, I will not.

1227. Mr. *Fergusson.*] How many seers per beegah of seed do you get from the factory to sow?—Two-and-a-half seers per beegah.

1228. *President.*] Did you never receive any assistance from the factory in case of oppression or losses?—I got nothing but unfair treatment; on the contrary, two years ago 200 of my bamboos were cut down, and this year 100. I did not complain last year to the magistrate; my reason for complaining now is, that when I complained lately in *Chaitro*, we were told in the mofussil that it was the orders of the Queen that we were not to sow indigo; I heard it from a dozen people, in the month of *Kartik*. We were very much pleased, as our bones are burnt up by sowing indigo.

1229. But if you heard that this was the order of the Queen in *Kartik*, have you not also heard that there is a law lately passed, that those who have taken advances must sow indigo; and if they do not, they must go to prison?—I have heard that people have gone to prison, but it is not by order of the Queen.

BHIKHOO MUNDAL, Mussulman, Inhabitant of Khudipore, Thannah Damuhudah, near the Kutiachandpore Factory, Loknathpore Concern, called in; and Examined on oath.

Bhikhoo Mundal.

1230. *President.*] WHAT is the amount of your *jumma*, and how much of it do you sow with indigo?—I have a *jumma* of 40 rupees, at three beegahs for the rupee. We were four brothers, living together, but we are now divided, and we each sow three and a half beegahs of indigo. For the last three years I have received no advances. Three years ago, I got an advance of two rupees, but it was intercepted by the dewan and *amin*.

1231. Can you say what your account now is?—Last year I delivered 35 bundles, for which the factory price is six bundles for the rupee; deducting for seed, cart-hire, and something for keeping the accounts. If I go to the factory, the servants take money from me; it is no use to complain. They also cut my bamboo, *babul*, and young date trees; the bamboos were taken to the factory, and the date trees were cut to make way for indigo.

1232. Did

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1232. Did you not complain of these outrages at the Sudder Station, or at the Sub-division of Damuhuda, or to the Daroga?—No.

1233. What led you to complain here?—They sued me for breach of contract; I gave bail, and came here, supposing that I should be righted.

1234. What made you break your contract, and why did you not sow this year as in former years?—The Commissioner went to the interior, and told us we might or might not sow, as we liked; I heard it was the Company's order that sowing was optional.

1235. What is the cause of your unwillingness to sow, now that it is optional?—I derive no advantage from it, and therefore I don't like to sow. The factory take 28 beegahs for what they call 13.

Bhikhoo Mundal.

5 June 1860.

KULIN MUNDAL, Hindoo, Inhabitant of Kangrajpore, Thannah Mirpore, near the Nundunpore Factory, called in; and Examined on oath.

Kulin Mundal.

1236. Baboo *Chunder Mohun Chatterjee.*] WHAT is your *jumma*, how long have you sown indigo, and how much land do you cultivate with indigo?—Mine is a *jumma* of eight rupees; I have 21 beegahs, of which I sow two beegahs, by factory measurement, with indigo; but these I call four beegahs. The *takidgir* threw a *hath chitti* into my house, and one rupee, saying that I had got four rupees, but that he had taken one, the *amin* another, and the dewan a third; on this I sowed. Last year I gave four cart loads; and the year before, five; each cart contains four bundles. They gave me no acknowledgment for this.

1237. Have you not settled your account with the factory?—No, I have not gone near the factory for a year. I once went to complain to the *Sahib*, about five years ago; my complaint was about the amount of land I was required to sow; I had only two bullocks. The dewan told the *Sahib* not to listen to my complaints, as I was a bad man; this was because I could not fee the dewan.

1238. *President.*] Have you sown this year, and if not, what is your reason for not sowing?—I sowed a beegah in *Kartik*; but I did not sow in *Chaitro*, because I had had enough of oppression from indigo. I cannot say whether a suit has been instituted against me for breach of contract; I have been for the last month in Calcutta; I brought two rupees from home; I eat once a day, which costs me four pice; I have not worked for hire; I am living at Bhowanipore; a man named Sunkur Mundal kindly gave me one day four annas.

1239. Mr. *Temple.*] In whose house did you reside at Bhowanipore; were you at the house of a friend, or were you paying hire?—I was at the printing-house of Hurris Baboo.

1240. Mr. *Fergusson.*] Is Hurris Chunder Baboo the proprietor of a newspaper?—I don't know who he is.

1241. Mr. *Temple.*] Did you ever see him?—No, I never did.

1242. If you have never seen him, how came you to go to his house?—There were other ryots also staying there; I housed with them.

1243. How many other ryots are there in the house?—About six others, besides myself.

1244. Does he entertain you all?—No, he does not.

1245. Where did you get the two rupees you brought with you?—I brought them from my house.

1246. *President.*] Have you anything more to say?—I have a great deal to say about indigo oppression. The *Sahibs* have taken some of my own *jumma* lands, and converted them into his *khass* or own lands, *i. e.* he has taken one beegah, and pays no rent for it. After cutting the indigo for the factory, I was told to sow grain on their *nij* lands, and because I could not do so, I was fined three rupees a beegah. I was not paid for my ploughs for cultivating that land, neither was I paid my expenses for ploughing, which took me from *Jyeshto* to *Kartik*. They fined me four rupees for not weeding the land, and because I could not pay it, they took away my cow, and sold it to pay themselves; its price was eight rupees. The year before last, they cut down a tamarind tree because I could not weed; the tree yielded 10 rupees' worth of tamarinds yearly.

1247. Why did you not complain to the magistrate?—Because the planter tells us that whoever goes to the magistrate will have his house pulled down, and be turned out of the village. This year the *amin* and *takidgir* told me that there was a new law passed, called *mughurer ain*, or the law of the mallet; that unless I dug the indigo lands sufficiently deep, I should have my head beaten with a mallet, and indigo sown in it. They said that they had got two laws out of the Company; the other law was for breach of contract; both laws are now in force.

1248. Mr. *Temple.*] What terms would you require to induce you to sow indigo in future, supposing you had perfect freedom of action?—On no terms whatever; if I had got 20, or 30, or even 100 rupees a beegah, I would not sow indigo. The *amin* and *takidgir* said they would make our wives and families weed.

1249. Supposing a zemindar, or any person in whose justice you had confidence, asked you to sow indigo, at what price would you do it?—I would sow indigo for nobody, not even for my father and mother.

1250. But granting that you yourself have a personal objection to sow indigo, at what price could an ordinary ryot afford to do it?—We are all in the same condition.

1251. Mr. *Fergusson.*] Did you ever hear any order from the Government, or from any other authority about indigo?—I did hear that a *perwanna* was affixed to the door of the Judge *Sahib's* cutcherry in Nuddea, stating that it was optional with the ryots to sow indigo or not.

1252. *President.*] Then have you had any deliberation amongst yourselves as to whether you would sow indigo or not?—We had a consultation on the subject with one another, when it was agreed that every man should act according to his own mind and understanding.

1253. Mr. *Fergusson.*] Was it after the first proclamation that you first refused to sow indigo?—Yes, it was after the first promulgation; before that, we did not understand anything.

1254. Did you have any communication with any missionaries or other Christians on the subject?—I never saw any of those gentlemen, nor any of the Christians.

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JURAN MUNDAL, Mussulman, Inhabitant of Ramkistopore, Thannah Mirpore, near the Katuli Concern, called in; and Examined on oath.

Juran Mundal.

5 June 1860.

1255. *President.*] WHAT is the amount of your *jumma*, and how many beegahs do you sow with indigo?—I have a *jumma* of 50 rupees; I have about 150 beegahs of land at three beegahs for the rupee of rent. Ten or 15 years ago, I used to sow four beegahs by the factory measurement; when the former planter was there the measurement was correct; lately, that is, for the last 11 years, I have been made to sow eight beegahs. During the former proprietorship I used to get advances every year after giving in my plant; last year I gave in 96 bundles of plant, that is, the factory admitted as much, but if it had been properly measured it would have been 200; it was on eight beegahs of their measurement, but 16 according to mine. In my accounts I was credited with nine rupees, which was credited to my rents. In the last 11 years I have been fined to the extent of 280 rupees. In 11 years, 11 rupees, or a rupee a year, have been taken from me, because the *Sahib* lost a bet also for road-making; 50 pice have been taken from me, at one pice for every rupee of rent. Roads have been made within the limits of the concern; eight annas were taken from me, because the hoofs of the cattle had made marks in the plain. Another time they sowed indigo in my early rice, and ordered me to weed it; I was fined 22 rupees for the rice that had grown up. Then another time I was fined 11 rupees for a ryot who had absconded from another part of the village; he was not my dependent ryot. Another time we all went to complain to the factory against the dewan; the *naib* turned us away, and I was fined 22 rupees. On another occasion a man of my village died of epileptic fits; the factory *amla* came and settled with the Daroga of Mirpore, who came to investigate the matter, and 700 rupees were levied on the village; this was about five or seven years ago. The reason for the Daroga's coming, was that the man's corpse was found dead upon the plain. My share of the fine was 15 rupees. This last year we were told that there were 1,400 rupees deficient in the indigo return; my share of this was 130 rupees cash. I had a boat as well as a plough and bullocks, and some rice, which I sold to make it up. There were other small fines of two and four rupees which I cannot remember; but I have this account written out by my younger brother, who can write; I cannot write. There is also a small marsh where we go to catch fish; when we were caught doing this we were fined. A Chandal has got the *Jalkar*, or right of fishery, but he never says anything. My boat was one of 150 maunds. I never complained at the Sudder Station, or to the Daroga; if I ever complained to the *Sahib*, he sent me away.

1256. Mr. *Temple.*] Seeing that you did not think fit to complain to the authorities at the time, what has induced you to come down here to do so?—Since we heard in the months of *Kartik* and *Posh* that the authorities were ready to listen to complaints, we have come down. We came once before to Alipore to complain to the Lord *Sahib*. He told us to go back to the Commissioner of Kishnagur, and said that we should be heard. Nothing, however, was done, and I came back to Calcutta, and hearing that this Commission was sitting to hear complaints, which would not require stamp papers, I came here; I have spent money in stamp papers at other times, but to no purpose.

1257. Do you mean to say that, in this instance, the mere absence of stamp paper is the only cause that has induced you to come before this Commission?—Not that only; we hear that the real state of things will be known here; we hear it from each other.

1258. Where are you staying at this moment?—At Rada Mullick's Garden; there are coolies and people from our part of the country there.

1259. Are there any other ryots besides yourself in that garden?—Yes, there are nine or ten more men.

1260. To whom does this garden belong?—There is no real garden there, but the land belongs to Rada Mullick, but there are some huts there, one of which is empty by reason of a man having absconded.

1261. Mr. *Fergusson.*] Have you cultivated indigo this year?—No, not this year; and I cannot say whether there is a suit in my name for breach of contract.

1262. Mr. *Temple.*] If you were to sow indigo in future, what profit would you require?—I have lost everything by indigo. When the factory was first established, they excited our cupidity by promising us profits, and by talking in this way; but now whatever we are promised, I would rather be killed than sow.

1263. *President.*] Did you hear of any order on the part of Government to sow or not to sow?—I heard last *Magh* of a law passed that the ryots should sow indigo or not as they liked. People said that there was a *perwanna* at the judge's cutcherry. I cannot read, but I stood there and heard some one read it; I was very well pleased.

1264. Did the police in the Mofussil give circulation to the *perwanna*?—The magistrate of Kurrimpore came to Amjhupi, and there he read out the *perwanna*. The Naib Daroga gave me a copy of the *perwanna*, and we took it home.

BHAGU MUNDAL, Hindoo, Inhabitant of Kalaidunga, Thannah Mirpore, near the Amjhupi Factory, Katuli Concern, called in; and Examined on oath.

Bhagu Mundal.

1265. *President.*] WHAT is the amount of your *jumma*, and how much do you cultivate with indigo?—I have a *jumma* of 10 rupees comprising 30 beegahs of land, at three beegahs for the rupee; I cultivate four beegahs with indigo. At the time of the Raja the rental was four beegahs for the rupee, but since Mr. Smith has come, it has been reduced to three. The four beegahs is the factory measurement, by mine they would be seven; I have sown indigo for 10 or 12 years. The first year I got two rupees in advances for cultivating one beegah; that is to say, they were given me in the shape of deduction for rent; I admit that I received the benefit of it. Two years afterwards

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afterwards they increased my cultivation by one beegah, and after two other years by another, and so on for the last time up to four beegahs. If ever I was entitled to any thing I never got it, as it was deducted, because the factory lost a bet. Whether it were a poor man or a respectable householder, we all paid at one rupee a head; besides this, we have to give the *dewan*, the *amin*, and the *takidgir* one rupee each. The reason of our giving the same fee to inferior servants, is because the *takidgir* has more power to harm us when measuring our lands. Then we have had to cut *jungle* round the village in order that indigo might be grown; and also that Gobind Buboo, to whom the land belongs, might get his rents, so that both these parties, that is, the planter and the zemindar benefit, and we get nothing.

1266. Mr. *Temple.*] Have you been beaten or shut up in a godown; has your house been pulled down, or have your trees been cut?—No, none of these things.

1267. Then what force has been used to compel you to sow indigo?—If I had sown none I should have been beaten; but having sown I have escaped. We have all seen others beaten, so that I was afraid and sowed. *Bhagu Mundal.* 5 June 1860.

1268. Have you had your cattle seized?—No; but I have been fined for cattle trespass in *Asharh* last. They make us sow oats for which they pay nothing, not even the rent of the land, and if the cattle eat them, we are fined.

1269. Mr. *Fergusson.*] Have you ever had anything to do with the courts?—I have never had anything to do with the courts, civil, criminal, or any other.

1270. Mr. *Sale.*]—Have you ever been to the *Sahib's* cutcherry in the factory?—Yes, I have been to the planter's cutcherry; he levies fines, and sometimes we benefit by going, at other times not. There is also a bad custom, which is, that when a ryot runs away, the factory makes us accountable for his indigo balances.

MANIRUDDIN MUNDAL, Son of Sheik Aradhan, Inhabitant of Paikpara, Thannah Hardi, near the Katchikatta Concern, called in; and Examined on oath.

1271. *President.*] WHAT is the object of your coming here?—I had a quarrel with a man named Gholam Mundal; I was attacked one night by this man, who was the foster son of the *mohurrir* of the factory, one Raghunath Biswas. He aimed a blow at me with a stick, but it missed me; this was in *Jyeshto* 1265, thereupon I ran away; I went to the factory to complain to the *Sahib*. There was a potter in the village whose daughter had been taken away by this Raghunath Biswas; the father of the girl was Bhandi Pal; this man's brother Shitul Pal had gone to the factory to complain to the *Sahib*; the *Sahib* finding the complaint established against Raghunath Biswas fined him 30 rupees, and gave him 30 stripes with the rattan. My case did not come on that day; I put in a petition to Kedar Nath, the English writer of the factory; he does not receive petitions without a present, consequently my petition was returned. On this I presented a petition on the 2d of *Asharh* to the Daroga of Hardi, charging Gholam Mundal with having procured the abortion of his mother-in-law. He had first intrigued with her and then done this: this was a true case; I was told to complain at Karimpore. I did so, but the order passed was not the one I wanted, but one that I should issue a subpœna for my witnesses; I had not the money for the subpœna, so I went home to fetch it. I had got the money, and was sitting down to eat, when Gholam Mundal went and asked the factory servants to interfere. Hansa Raj Jemadar came and took me to the factory; that day I was kept in the godown, and a heavy weight put on my chest; they kept me thus five days. They then carried me to Raghunath Biswas's house three *koss* off. I got some rice to eat, though I never ate before in the house of a Hindoo; I was then taken to the factory and fined 55 rupees. I had a good fruit garden, and half a beegah of mulberry, which enabled me to pay it. it was the dewan that fined me, not the *Sahib*; they then let me go. On the 19th of *Sraban*, I complained at Kurrimpore, and the Daroga was ordered to investigate the matter; but unluckily the Daroga Bhudrinath Baboo, who is a good man and does not take bribes, was absent, so the *mohurrir* and jemadar took up the case. These men never went to my village, but went to the factory, and they reported that my case was untrue. Dissatisfied with this, I made another petition to the magistrate, and was ordered to issue a subpœna. On the 15th *Asharh*, I put in the peon's dejutation allowance. I got 42 witnesses up to Karimpore, but the magistrate went to Packpara and Katchikatta Concern, and without taking one of my witnesses, drove me away on the 12th of *Agran*, on a Friday. After this the *dewan* and *mohurrir* of the factory issued a proclamation in the village, that if any one took me in, he should be fined 25 rupees, and receive 25 blows with a slipper. On this I collected all my papers and money, and was going away to my uncle's house at Kurrimpore; on arriving at a ferry of the river, I met Raghunath Biswas, who was going to the woman whom he had abducted, and who had become a Bushtomi; he and four other men with him laid hold of me, bandaged my eyes, and took me to the factory at Paikpara. When a report was made to the planter, he said I had cost the factory a great deal of money, and that I should be confined in the indigo godown; whereupon three servants of the factory held me, one by my head, the other by my feet, and the third pressed a bamboo on my chest: they took away 225 rupees that I had with me; they kept me five days there, and then took me to Katchikatta; they then beat me, and cut me over the head. In the meantime they cut down all my *babul* trees, and ill-treated my mother. I was kept 15 months altogether in one factory or another, and then two months in the house of the dewan of the Belgachia factory; and after this the Dewan of the Paikpara factory said he would give me 200 rupees and make up all my losses, and told me to tell a plausible story that I had been in Calcutta for the past 15 months, and that I had been robbed of 100 rupees by one Buddun Mullick, who had complained against the dewan's son. I got away at last by pretending to agree to do this; but I presented a petition on the 25th of *Chaitro* to the deputy magistrate of Damuhuda, and there were present the deputy magistrate, the *Sahib* of the factory, and the dewan; something was said which I did not understand, *Maniruddin Mundal.*

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Maniruddin Mundal.

5 June 1860.

understand, and my petition was given to the dewan, who tore it up because it was written on unstamped paper. I was told to put in a petition on stamped paper; but I thought it of no use, as the *Sahib* and factory people were there. I have since complained to the Commissioner, but there has been nothing done; I cannot say on what date I did so, but believe it was about a month or six weeks ago; it was a few days before the old Commissioner went away, and the new Commissioner came. Had I sold my house, I should have got 500 to 700 rupees.

1272. *President.*] Are you an indigo ryot of the factory?—I was formerly, but for the last 10 or 12 years I have not sown indigo; this complaint has no actual connexion with the cultivation of indigo.

1273. Mr. *Sale.*] You formerly used to sow indigo, how is it you do not sow now?—I was half ruined, and therefore got rid of it.

1274. *President.*] How is it that you managed to pay all these fines?—I had a very profitable fruit garden and some ginger.

1275. Mr. *Sale.*] Who is your zemindar?—Tilak Chunder Choudari.

1276. Mr. *Fergusson.*] If the police had been bribed, don't you think that they would have taken up your case?—If the police got 100 rupees or a large sum, they would do justice.

[Commission adjourned at Six p.m.

Thursday, 7th June 1860.

PRESENT:

W. S. SETON-KARR, Esq., C.S., President.

Members:—R. Temple, Esq., C.S.; W. F. Fergusson, Esq.; Rev. J. Sale; Baboo Chunder Mohun Chatterjee.

Rev. CHARLES HENRY BLUMHARDT, Missionary of the Church Missionary Society, called in; and Examined on oath.

Rev. *C. H. Blumhardt.*

7 June 1860.

1277. *President.*] WILL you state to the Commission the districts or places in which you have acquired your experience of the ryots?—I have been for 21 years in the Kishnagur district, and have been residing almost all that time at the Sudder station, but have occasionally had charge of Chupra also, and a short time of Solo. I have had charge of several villages connected with the Sudder station, at about eight or ten, or as far as 16 miles from it. In former years I travelled a little more into the district than I have lately done; some of the people of my villages have settled elsewhere, and I have now only three villages connected with my division of the Kishnagur district.

1278. Can you state from about what date the ryots have evinced an increased dislike to indigo, and under what form or shape this dislike was first manifested?—I beg to state that the dislike to indigo planting has been evinced nearly from the time when I first came to the district; of this I can give several proofs. I remember that from the first time of my arrival at Kishnagur, when going round into the villages, constant complaints were made to me against indigo cultivation. At that time I did not take so much notice of it, because I thought it was simply a propensity of the natives to complain; however, sometimes more serious complaints were made to me of oppression and of the impossibility of proceeding with indigo cultivation, because it did not pay them. Very often the factory servants complained to me that for many months they had not received a farthing of pay; as an instance of this, I will just mention what occurred about 17 or 18 years ago in the Khalbolia factory. After Mr. Harris's death, who was the former proprietor of that factory, a relation of his, a Mr. Andrew, succeeded him. It happened one day that the planter was locked up in his own house, and by his own factory servants; they watched the house from outside, armed, and ready to kill him, and threatening to do so if he did not pay their wages in a day or two. The factory servants were numerous; Mr. Andrew was kept as a prisoner in his house for two days. On one of these days, however, he managed to thrust a note through the door for one of his servants to take to the magistrate of Kishnagur, asking him for immediate aid. The magistrate sent a large number of burkundazes for his relief, and they happened to arrive there at a happy moment when most of the factory servants had gone to eat their food. On the arrival of the burkundazes, Mr. Andrew was delivered, and the servants ran away. Mr. Andrew told me this himself at my own table a day or two after his release, and added as the cause of this that the men had not been paid for two years; this delay of the payment may have been caused by a confusion in the accounts at the time of Mr. Harris's death.

1279. Mr. *Fergusson.*] Are you aware that Mr. Andrew had not command of money, and was shortly after this obliged to give up the factory on that account?—Mr. Andrew himself told me that he had no money at the time, and begged the factory servants to wait for a few days, as he shortly expected to receive money from Calcutta; Mr. Andrew very soon after this left Khalbolia, but I do not know why he did so.

1280. *President.*] What form did the complaints

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plaints you allude to take some years ago, and what form have they taken lately?—The form of complaints then were much the same as now; the ryots complained that their carts and bullocks were taken away, and little or no remuneration given for them. They also said, that the indigo crops did not pay them, and further that the debts of their parents were handed down from father to son for generations. I remember one of the bearers of the chapel of Bahirgatchi, a head man of the village, sowed some indigo. This man often complained to me, but I did not much listen to his complaints; he died about nine years ago, and his indigo liabilities have been transferred to his children; they have been sowing up to the last year. I may mention also of another instance in a village called Pipligatchi, when the bearer of the chapel, the head man of the village, continually complained to me that he could not remain any longer in the village. His story ran thus: he first sowed indigo on a few beegahs of land, but the season having been bad, other adverse circumstances brought him so deeply in the books of the planter, that gradually he had to give up all his lands for indigo cultivation. One evening when I was in the village, he complained to me most bitterly, and declared he could not remain in the village any longer; I spent about three hours with him, talking with him. He asked my advice on the subject, and I told him that he had better remain in the village; but a few weeks afterwards I received the news that one night he had taken his wife, children, and cattle, and left the village; the man is now in Chupra, his name is Noor Mahomed; he is a Christian; this case occurred about six years ago.

1281. Mr. *Fergusson.*] On what concern did this take place?—At Bahirgatchi, which is connected with Bansberri and Pipligatchi, a small out-factory of the Bansberria concern.

1282. *President.*] What form have these complaints taken of later years?—I believe there are various reasons for the present increased dislike to indigo planting. First, I would mention the great rise in the price of food and all articles of bazar supply, which makes it very difficult for the poor people to live. It is no exaggeration to say that everything is twice as dear as it was only six years ago. The planters have unfortunately not gone along with the times in raising the wages of labour and the price of the indigo plant, and therefore the cup of the patience of the ryots is at last full and now runs over. I believe also, that the insurrection in the Sonthal districts has greatly encouraged the natives of Bengal to come forward with their complaints, asking for the same rights which the Sonthals have obtained. It is also very probable that the late mutiny has inspired the ryots with some energy which till now was latent.

1283. Then, is the Commission to understand, that it is your opinion that the increased dislike is solely owing to the causes just mentioned, and that it is not owing to more grievous acts of oppression, injustice, and violence, such as cutting down trees and gardens, kidnapping men and keeping them in confinement, burning or breaking down houses, forcibly carrying off cattle, or gross outrages upon women?—I would not say that the causes I have just mentioned are the only ones to account for this dislike; there may be others of which I am not aware. At the same time it is my opinion that such acts of oppression and violence as you have just mentioned in the question, are not more numerous in the present day than they were some 15 or 16 years ago.

1284. Can you not state the grounds on which you form that opinion, and has any person ever distinctly complained to you of having himself suffered from any one of these acts of violence or oppression?—I cannot say that any person has ever come to me to complain of having so suffered, though I must say that I have often heard of many such instances from third parties.

1285. Mr. *Fergusson.*] As far as you know, do you think that within the last six or seven years such acts of oppression, as are mentioned, are less numerous than formerly?—I believe that of late they are less numerous, and there has been on the whole rather an improvement among the indigo planters, and most of the complaints that have from time to time been brought to my notice had reference to the oppressions of the servants of the planters. I have often been told by the ryots that they do not so much blame the *Sahib* himself, as the servants connected with the concern.

1286. *President.*] Then, are the Commission clearly to understand, that your opinion as to the existence of any of the graver acts of oppression mentioned, whether at any time few or numerous, is based for the most part on popular estimation and current report?—I have had no personal or practical knowledge of any such acts, at the same time I have heard of many such acts of oppression which I have not stored up in my memory so as to be able to relate them, and the accuracy of which statements I have had no means of testing.

1287. Mr. *Sale.*] Have you never had reason to believe or to think that a village has been plundered by *lattials*?—I had once an opportunity of witnessing the consequences of an affray which took place about six years ago, in a village only five or six miles from Kishnagur; the name of the village is Maharajpore. I happened to be going to Bahirgachi to pay a visit to my congregation there, and on my way I had to pass through this village, which had been attacked by *lattials* only the day previous; the village was plundered and partly destroyed. I passed through the village early in the morning in my palankeen, and did not then observe, as I passed through, that anything had happened; but when I arrived at Bahirgachi, I found all the people, both non-Christians and Christians, in a state of great excitement and fright. When I inquired into the cause of it they seemed surprised that I did not know what had happened the day before, and then they told me all about it; but rather in a cautious way, being evidently afraid lest they should have to suffer for revealing the facts to me. I was told that the planter of the Bansberria factory had been anxious to get a footing for indigo in the village of Maharajpore, which belonged to a zemindar; it may be, that some of the ryots had received advances. The zemindar was determined that no indigo should be sown in his village, and when at the seed time the planter sent his people to sow indigo, they were driven back. The planter then made another effort, and sent some *lattials* to force the ryots, but these also were driven back. The planter then collected a larger number of *lattials*, and sent them to the village; the planter himself was not present, and these men commenced the work of destruction.

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Rev. C. H. Blumhardt.

7 June 1860.

I was told that one man was killed, one was missing, and two or three severely wounded, and that the houses were plundered and pulled down, and the women stripped of their clothes. I remained that day with my people at Bahirgachi, and in the following morning, on my return to Kishnagur, I stopped at the village of Maharajpore to verify the statement I had heard. I found the village wholly deserted; not a man, woman, or child was to be seen; I saw also several broken down houses, but did not notice any burnt ones.

1288. *President.*] Was any investigation made into this matter by the authorities, and if so, with what result?—The case was tried in the Court of Kishnagur, and came also to the Sessions Court. About 10 of the factory servants were sentenced to various periods of imprisonment, varying from four to 12 years. An appeal was afterwards made by the planter to the Sudder Nizamut, and there the case was dismissed, and the prisoners released. The Court was of opinion that there was not sufficient evidence of an affray having taken place at all.

1289. Then, is the Commission to understand that no person came to you to complain of this outrage, and that your passing through the village was purely accidental?—Quite so.

1290. Mr. *Fergusson.*] Were not you summoned as a witness on the trial?—No one was aware that I had been in the village.

1291. Would you have had any objection to go to the court as a witness?—I would have had no objection whatsoever.

1292. Mr. *Sale.*] Has it been your practice to search out and make complaints of oppression against the planters?—No, never; on the contrary I have always made it a point to be as ignorant of these matters as possible.

1293. *President.*] Since the increased dislike to indigo cultivation has become apparent, did the ryots ever refer to you on the subject; and if so, what line of conduct have you recommended them to adopt?—No, they have not referred to me for advice; but since the new Act has been in operation, some of them have occasionally passed my compound when I met them, and, as usual, they brought their complaints against indigo; but I advised them, by all means, to sow indigo for this year, telling them that their interests were at the heart of the Government, and that I was sure, in course of time, everything would be righted.

1294. Did you ever explain to any of them that the new law was only for this season, and as they had sown indigo for many years, it would be better for them to sow indigo for this year, and that afterwards it would be optional with them to make new arrangements?—I have told them more or less the purport of this; but I did not tell them exactly that after this year they could make their own arrangements; for I was not sure whether the Government would not make arrangements for them.

1295. Mr. *Fergusson.*] Did any of them ever tell you that they understood that Government had given orders to put a stop to indigo cultivation?—Some of them did so; but for some time they were perfectly confused; such different orders having been issued from time to time by the Government officials with reference to indigo sowings, which made it really difficult for them to understand the real state of the case.

1296. Mr. *Temple.*] Did any of them refer to any order to have come from the Queen or the Supreme Government on the subject?—No, they knew that a commission of enquiry was to be appointed, and that satisfied them.

1297. *President.*] You have stated that the ryots often appeared to be confused by the different orders, apart from the summary law, to what do you allude?—I refer to an order given by Mr. Herschel, the magistrate of Nudden. I believe that the joint magistrate of Damuhuda was acting upon one order, when Mr. Herschel issued another almost opposite. The order was something to the effect, that the ryots were not obliged to sow indigo where they had sown rice before.

1298. Have you any reason to believe that any *perwanna* issuing from Kalarua, in the south of the Nuddea district, had reached the ryots with whom you conversed, and that they were in any way affected thereby?—I cannot say whether the persons with whom I conversed had heard of this *perwanna*; but I had reason to believe that the sum and substance of that *perwanna* spread far and wide in the Kishnagur district. My reason for believing this was, because it was the common bazar talk; every body talked about it.

1299. Then is it mainly to the belief in that *perwanna* that you attribute the unwillingness of the ryots to sow indigo, and can you say about what month you first heard of it?—I have already in a former answer stated some of the chief reasons which led to this extreme unwillingness to cultivate indigo; and therefore, I am not inclined to think that this *perwanna* was the main spring in setting the machinery at work; but it may probably have been one of the smaller wheels needed, without which the machinery would not have worked.

1300. Are you of opinion that if a *perwanna* were issued to-morrow, enjoining the ryots to discontinue the cultivation of tobacco, mulberry, mustard, or any other crop, commonly cultivated in the district, the ryots would act upon it?—My opinion is that the ryots would say, "Tell us what other crop we shall cultivate, and one which will give us the same profit as those you prohibit, and we will do so."

1301. Mr. *Fergusson.*] If the ryots were under advances for the cultivation of this supposed prohibited article, do you not think they would avail themselves of the prohibition, so as to escape the re-payment of their advances?—I do not think they would, neither do I think it is a leading motive with them to escape paying their advances; but I am not well prepared to answer this question, because I do not see that the cases are parallel.

1302. *President.*] Do you think from your general knowledge of the Bengali character, that the ryots generally, and the inhabitants of Kishnagur in particular, are in that condition, that they would pay any regard to the expressed wishes of the Government regarding their agricultural pursuits?—I do not think they would willingly disobey the orders of Government; but I believe they would consider it a hardship to be dictated to, as to what crops they should sow or not, as they know their own interests best.

1303. Baboo *Chunder Mohun Chatterjee.*] Do the ryots willingly take advances?—Generally not.

1304. When a ryot refuses to take advances, is he not generally compelled to take it by force, however unwilling he may be?—He is not exactly forced to take advances. In the first instance, the advance for indigo is given him by persuasion. A man may be in distress, and glad to get a few rupees in hand; but I have been repeatedly told that

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that when a ryot once takes advances, he never comes out of the books of the planter, and therefore the advances given afterwards are very often forced upon him some how or other.

1305. If a ryot persists in refusing to take advances for cultivating indigo, is he not kept in confinement by the planter, and forced to take them?—I have heard of such cases, but have no personal knowledge of them.

1306. Do you know whether the planters keep *lattials* to commit affrays?—No; the planters do not exactly keep a staff of *lattials*, but they all keep burkundazes for the protection of their property; if they want *lattials* for special purposes, they are easily procured. There is not, however, much difference between a *lattial* and a burkundaz.

1307. Do you think that a ryot can contend fairly with a planter for his just rights in the Foujdarry court, or in any other court?—Never, never; it is a hopeless case, because the planter has his *mookhtar* in the court. The ryot has not the means of employing a *mookhtar* to plead his cause. At the same time, it must be remembered, how difficult it is for a ryot to bring any case into court. He has first of all to pay for a stamp paper, then to get the petition written out, for which he has to pay; he has, besides, to deposit six or seven rupees for the witnesses, and if he does not bribe all the *amlas* in the court over to his side there is no chance of his obtaining satisfaction. But suppose that by some extraordinary chance he gains the case, the man is marked, and cannot remain any longer in the village, because he will be persecuted by the planter.

1308. *President.*] Can you state any particular case, in which the want of means to bribe has defeated the just cause of the ryot, or when a ryot having gained a case against a planter, has been obliged to leave his village?—I cannot mention any particular instances; but judge from what has happened to me personally when I made complaints in the courts about some cases in which I knew the plaintiffs had a right on their side; cases in which I had even seen the petitions drawn up myself in the court in behalf of my people, but nevertheless I lost such cases, because I could not and would not bribe the *amlas* and the *mookhtar*. In fact, I have never gained any case in the court for my people, however clear it may have been, so that long since I have given up helping them in their complaints in the courts. From this I conclude that the ryot would not meet with any better fate.

1309. Do you know of any instances of people in the Mofussil having been ruined by fighting with planters for their just rights?—No, I do not remember any such case.

1310. Do you think that Europeans, not British subjects, treat natives better or worse than British born subjects?—I know no difference; the natives do not make distinctions between Englishmen and other Europeans.

1311. Baboo *Chunder Mohun Chatterjee.*] If planters, British subjects, were subject to the same laws and equal punishment with the natives of the country by the Mofussil authorities, would they not then refrain from committing affrays, plundering villages, and committing other unlawful acts?—I do not think that they would act otherwise than they now do. If a man is determined to do anything wrong he will find ways and means to do it.

1312. *President.*] You have resided a good deal at the Sudder station; are you of opinion that ryots and poor people, living within a reasonable or moderate distance of that station, enjoy facilities of obtaining redress?—Of course, those who live near the station have some facilities, because they can come easier to the station, have the police and the magistrate near, and can have their cases quickly investigated into, and in so far they have an advantage over people who live further off.

1313. Then you are of opinion that, generally speaking, the police and the magistrates, European or native, have been disposed to treat the ryots with fairness, and to redress their complaints?—I have every reason to say that the European and Eurasian magistrates, and, with few exceptions, the natives also are anxious that justice should be administered in the land; and it is only their misfortune that their efforts are very often frustated by the roguery of the native subordinates in the courts. As an instance of this, I would mention what a magistrate of Kishnagur, who had been three years full magistrate there, mentioned to me one day, saying that he could look back with satisfaction to only one case which he had decided according to justice, and that was a case which he decided when he was yet an assistant magistrate. He went to the spot where an outrage had been committed, and having fully satisfied himself of the merits of the case, he gave his decision, which was afterwards appealed to the judge, and the judge reversed the order. At last an appeal was made to the Sudder Court, and then the magistrate's order was upheld, simply because he had been to the spot and satisfied himself about the case there.

1314. Are we to understand from this, that in your view, what is necessary for the ryots is the establishment of some subdivisions, and the frequency of the practice of magistrates going to the spot?—Yes, decidedly so; especially as the police (as it is at present in the Mofussil) are so very corrupt.

1315. Do you think that, in the late disturbances, the police have been bissed against the ryots, and have acted unfairly?—I am not competent to answer that question, as I have been too far away myself from the seat of the disturbances.

1316. Mr. *Temple.*] Since you have been in Kishnagur, have you observed any increase in the cultivation of waste lands or improvement in the general condition of the people, and, if so, do you attribute such to indigo planters?—I believe a great many beegahs of *chur* lands have, within the last twenty years, been used for indigo, which formerly lay waste; but I do not think that the planters generally take new land, which requires a great deal of labour before it can be made useful for indigo cultivation; as for the condition of the people, I am sorry to say that I see no change. Their houses, their mode of living, and every thing connected with their domestic affairs, are just as they were 20 years ago. If anything, many are even poorer now than they were then, though their bodily appearance may not indicate want.

1317. Mr. *Fergusson.*] Has the condition of the zemindar improved within that time; have they become richer?—It is very difficult to say, as natives generally keep their own affairs close to themselves.

1318. Has not the condition of the *mahajans*, as evidenced by their purchasing landed property and other circumstances, improved within that time?—I believe the *mahajans* have become

richer;

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Rev. *C. H. Blamhardt.*

7 June 1860.

richer; there is no doubt of that; and I wish they were a little more moderate in accumulating wealth by extortion, fraud, short weights, and other unfair proceedings at the expense of the natives.

1319. Are not the ryots generally in debt to the *mahajans*, and is it not as difficult for a ryot to get out of a *mahajan's* books, as you say it is for them to get out of a planter's?—Yes, they are; and I believe it is generally quite as difficult for them to get out of a *mahajan's* books. The mode of proceeding is as follows: A poor villager has nothing to eat; he goes to the *mahajan*, makes an agreement with him to supply him for the year with rice from his *golas;* the rice is measured out to him perhaps once a week. At the end of the year, before the rice crop comes in, the *mahajan* makes up his account, charging, of course, as much as he likes for his rice, with interest; the villager cuts his rice in the fields, but is not allowed to carry it home. The *mahajan* first of all takes his portion out of it, and then, if anything remains over, which is generally very little, the man is permitted to carry that home; but very often, before two months are over his head, the villager must again resort to the *mahajan* for advances.

1320. Do you know if it is customary for any written agreement to exist between the ryot and the *mahajan*, or if it is merely verbal?—I cannot say; but I think it is verbal. The fact that so very few natives can read and write gives the *mahajan* an advantage over the ryots at any time.

1321. Do you know if it is the practice for the *mahajans* to sue the ryots in the courts for their debts?—To the best of my knowledge these cases are very rare.

1322. *President.*] If a ryot borrows a maund of grain, can you say what proportion he has to repay?—I cannot positively tell.

1323. Mr. *Fergusson.*] Is it the practice with your brother missionaries to keep themselves aloof from the planters, and can you give any reason for their doing so?—I cannot say that it is the practice for them to do so. On the contrary, I know from experience, that nearly all the missionaries, more or less, have associated with the planters, and the planters with the missionaries.

1324. Then the missionaries must have had good opportunities of judging of the general condition of the planters, and of knowing if they habitually behaved oppressively to the people, and have they done so?—Yes, I believe they had opportunities; but I can now only speak for myself in this case; and I can only say, that I have not shrunk back occasionally to point out to some planters the unfairness of the system on which they cultivate indigo, which, though generally admitted, was put aside by them, under the plea that it would not otherwise pay; and on some occasions also, when ryots complained to me about minor oppressions, I went straight to the planter himself and told him all about it, because I thought openness and straightforwardness was the best course for me to pursue. I generally had a friendly hearing from the planter, and redress was also given.

1325. You stated that notwithstanding the general rise in prices, the planters had not raised the wages of the servants; has the Government, in any instances you know of, raised the wages of its servants about the courts or other places?—No, I do not think that Government has made any change; but I think it highly desirable that it should do so.

1326. *President.*] Are you not aware that within the last year, the salary of the *mohurrir* of the thannah, has been raised from seven to thirty or forty rupees a month, that of the jemadar from eight to fifteen and twenty, and that of some of the burkundazes from four to five and six; the whole involving an outlay of some lacks of rupees, and embracing all the districts in Lower Bengal?—No, I never heard of it before, and I am very glad to hear of it.

1327. Can you state any concerns or factories in which schools or dispensaries are established for the benefit of the surrounding population?—I know that Mr. Forlong had, some years ago, established a school and hospital at Mulnath, to general satisfaction, but I do not know of any other instance.

1328. Mr. *Temple.*] When you stated that you have had to remonstrate with the planters regarding the existing system, were such occasions frequent or otherwise?—They were by no means uncommon and took place generally either at my house or at the planter's place.

1329. Have you been acquainted with planters who have behaved justly and considerately to their ryots?—Yes, I know planters who, to the best of their ability, under existing circumstances, and with a bad system, try to behave kindly to the ryots. There are some planters for whom I entertain a sincere respect.

1330. Have such planters been able to keep their indigo ryots tolerably contented?—I am sorry to say that they have not met with better success than the rest. However kind and considerate a planter may be, he cannot lift the ryot out of the mire in which he is swamped.

1331. But do you not think that by offering various and collateral advantages, a planter may manage to keep his ryots content, especially if he be a landlord?—He can do so only by cultivating *nij abad.*

1332. Do you not think, that if you had the *ijara* of a village, you could induce the ryots to sow with indigo, say three or four *cottas* out of each beegah, without impoverishing the estate, and without creating discontent?—I do not think that I could without injuring my tenant; though he might not be ruined by doing so, he certainly would not profit by it, and this is injury enough.

1333. But considering the great influence which a landlord must always possess, is it not worth a tenant's while to cultivate a little indigo in order to please him?—Up to the present day the ryots have exactly done this out of respect to their landlord, whom they look upon as their father and mother; this relation has now become rather estranged, and the ryots now consider their own interests first.

1334. Can you suggest any remedy which might cure the existing estrangement?—I can only throw out a few hints; but I am not very sanguine as to my suggestions answering. The first would be to have all through the district only *nij* cultivation, and no more *ryotti.* I know that the planters will say that this would not pay them; but I know also two or three planters in my neighbourhood whose cultivation is mainly *nij*, and they have had no trouble this year.

A second suggestion would be, if the planters can possibly persuade the ryots to cultivate indigo, that they must raise the salaries of the servants of the factory very considerably, and thereby prevent their oppressing the ryots by exactions

exactions and extortions. They will also have to pay more for the indigo itself than they now pay for it. A third suggestion is that the planter should enter into a contract with the ryot, that is, to give him a certain sum of money yearly for each beegah of land on which he cultivates indigo, whether the season prove a good or a bad one. By this I mean that the planter should pay, say ten or twelve rupees for each beegah of land; the ryot will have to sow the seed and see that the land is weeded and cared for, and the crop will be the property of the planter.

1335. Do you think that with these terms the ryots would willingly cultivate indigo?—I believe a few years ago, they would have most willingly done so, but their minds are at present so agitated that it will be difficult to come to any terms with them.

1336. Does this agitation proceed solely from the causes you have mentioned or from any external instigation, such as from the police, the zemindar, or others?—I believe hunger is the chief instigator, and any other little excitement coming in contact with it, makes them strive to satisfy their desires.

1337. But have you any knowledge of instigation proceeding from the police?—No, I have not.

1338. Do you think that if the police had used such instigation, the fact would have come to your knowledge during your intercourse with the people?—I believe it would have come to my knowledge; but the truth is, I have never troubled myself much about such temporal work, as I was afraid that by doing so I would neglect my chief work.

1339. Do you think that the police could have had any motive or interest in fomenting this agitation?—I cannot see what motive they could have had in instigating the ryots against the planters, especially as the darogas are geuerally kept on good terms with the planters.

1340. Do you think the zemindars have in any way fomented this agitation?—Although I know that the zemindars are often at loggerheads with the planters, yet I do not think that on this occasion they have fomented this disturbance.

1341. Do you think that the ryots could, without a sense of support in some quarter or other, take the line of conduct they have, and is their doing so consistent with their general character?—The ryots have certainly lately been under the impression that they had the support of Government, and particularly that of the Lieutenant Governor, and that I suppose has inspired them with that boldness and energy with which we now see them come forward; though certainly I cannot quite reconcile it with the previous notion I had of their character.

1342. Do you then think that formerly the ryots entertained the belief that the cause of indigo planting was especially supported by Government?—I certainly believe that some 15 or 20 years ago they laboured under that impression, especially if they did remember that the planting of indigo was 100 years ago (if I am not mistaken) a Government monopoly, and that many of the civil servants had many years ago indigo plantations together with their civil appointments.

1343. But what has been the belief of the ryots for the last 10 years on this subject?—They certainly thought till lately that the planters enjoyed the sanction of the Government in carrying out their present system of cultivation, but they have been otherwise informed within the last year, and they have discovered that it is not so.

1344. Then do you think that the agitation is fresh and sudden, or has it been gradually growing up for years?—The present agitation as it exists now is certainly a new and sudden thing.

1345. Mr. *Sale.*] Have you any reason to believe that a recent order of some of the planters regarding October sowings in the Kishnagur district has had anything to do with the agitation?—I have heard of no such order.

1346. Baboo *Chunder Mohun Chatterjee.*] Do you not think if the ryot were allowed to cultivate all his lands with rice and other crops of his own liking, that he would very soon be able to pay off his *mahajan's* debts, and become independent?—That is just what the ryot is fighting for, and although I do bear no ill-will to any planter, but like to live in peace with everybody, I do think this is the only means of making the ryots independent, happy, and contented.

1347. Mr. *Sale.*] Do you know whether many of the planters act in the capacity of *mahajans* as well as in that of zemindar and indigo planter?—I know that Mr. James Smith, of Katuli, does so, and Mr. John White, of Bansberria, within the last two years has tried to make arrangements to become a *mahajan*; I don't know however whether he has succeeded or not. Besides these I do not know of any other.

1348. Are you able to say whether their system is nearly the same as that of the Bengali *mahajan*?—I am afraid it is not much better.

1349. From what you know of what is called the contract between the planter and the ryot, would you say that every ryot who endeavours to free himself from it is necessarily dishonest?—By no means dishonest; on the contrary, it is amazing that the ryots have till now been so patient. A planter told me only the other day, that he knew the ryot was a loser on each beegah of land of about 11 or 12 annas by his own calculation. If this be so, it is only astonishing that any ryot remains connected with the indigo cultivation.

1350. Mr. *Temple.*] But under the circumstances, is not the ryot's freeing himself from the fact of an unfulfilled contract much the same as breaking it, and is this morally justifiable?—I cannot consider that what is called a contract, or what the planter attempts to prove from his books as a contract, is in reality a contract. A contract ought to be renewed after a certain period and last only for a definite number of years, but in the present case this is not so.

1351. Mr. *Sale.*] From what you have seen of the new summary law for the enforcement of the fulfilment of contracts, do you think that if that law were made permanent, it would work beneficially to the ryot?—No, it would not, and indeed the law could not be permanently enforced. The ryots would rather die in jail than sow indigo.

[Commission adjourned at 5.30 P.M.

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Friday, 8th June 1860.

PRESENT.

W. S. SEATON-KARR, Esq., C. S., President.

Members:—R. Temple, Esq., C. S., W. F. Fergusson, Esq., Reverend J. Sale, Baboo Chunder Mohun Chatterjee.

JUNOO MUNDAL, Inhabitant of Ikhtyarpore, Zillah Nuddea, Thannah Dowlutgunge, Factory Birkishtopore, Sudder Factory, Khalispore, called in; and Examined on oath.

Junoo Mundal.

8 June 1860.

1352. *President.*] HOW many years have you been sowing indigo, and what amount?—My grandfather and three brothers used to sow indigo. They held land jointly; I cannot say what proportion they sowed. My father separated from the common mess and sowed, and I have sown as long as I can recollect; my share of the family property is 10 rupees *jumma* at about four beegahs per rupee, *i. e.* 40 beegahs in all. Of this I sow six beegahs with indigo, which they call three. I never receive any advances; I cannot say how much indigo these three beegahs have produced, as I never go to the factory.

1353. Can you not say how much indigo you returned last year?—I cannot say; sometimes I take 10 carts, sometimes five carts.

1354. Can you state how your account now stands with the factory?—No, I cannot.

1355. Can you read and write?—No, I cannot read or write.

1356. Mr. *Fergusson.*] Have you sown indigo this year?—No, I have not; I could not stand the oppression of not being paid for indigo plant and cart hire. Last year, in the month of *Jyeshto*, they ploughed over some young date trees.

1357. Have you complained to the magistrate?—I have not complained to the magistrate; wherefore should I?

1358. Have you been sued under the new Act?—Yes, I have; I cannot say whether my case was dismissed, or struck off the file. The account books were called for at the Cutcherry at Dumuhuda; I was present, but cannot say whether the final order was favourable or not, nothing of mine has been sold off.

1359. *President.*] Then, if you have not sown indigo this year, and the suit against you has not been attended with bad results, what have you to complain of?—I don't know what they are going to do to me, and I hear that a case for breaking up indigo has been brought against me. I believe it has been brought by the planter, but I know none of the particulars; therefore I have come here.

1360. Mr. *Fergusson.*] Where and with whom have you been staying since you have been down here?—I am living in Short's Bazaar, in the house of a Mahomedan woman who keeps lodgings; I pay a pice a day. There are five or six ryots there.

1361. By whose advice did they come down?—They did not come down at anybody's advice. They came down to make known their condition.

FAKIR MAHOMED, Inhabitant of Shuta, Thannah Dowlutgunge, Factory Birkistopore, Zillah Nuddea, called in; and Examined on oath.

Fakir Mahomed.

1362. *President.*] WHAT *jumma* have you, and what amount of it do you sow with indigo?—I have a *jumma* of 12 rupees, about 28 or 29 beegahs, of which I sow two beegahs with indigo, but according to my measurement it would be 4¼ beegahs. My father and grandfather used to get advances, I never did. As long as our village was under the zemindar, I used to get a rupee or two, but since the factory has got the lease from the Deh Chowdry's of Ranaghat, we have not received anything. The zemindary is divided into seven shares; of these two shares have been given in *putni*, and five in lease.

1363. After they granted the *ijara* or *putni* was any increase of rent demanded from you on any pretext?—We were called upon for 1¼ annas *ijaradari* on each rupee of rent.

1364. Did you not protest against this demand?—We did not like to pay it, for who likes to pay more money, but it was useless to protest.

1365. Besides the above, had you anything to pay in the shape of fees to the *amla*?—The *ijaradari* amounted to 18 annas; besides that we had to pay to the collecting *gomashta* as much as made it up to three rupees; this was all on account of rents, and had no connection with indigo. We are told that a bonus had to be given for the lease to the zemindar, and that we must make it up.

1366. Independent of this, can you state exactly how your account is with regard to indigo?—I am not in a position to state how my account is exactly; but the *amin, takildgir,* and *dewan* all take a rupee or two from me yearly.

1367. Baboo *Chunder Mohun Chatterjee.*] Do you cultivate yourself?—Yes, I do; I have a brother who does too.

1368. Are you not in the employ of a native gentleman of Ranaghat?—No, I am no servant; I don't know how to read or write.

1369. Can you state how many bundles of plant you delivered last year?—Last year I delivered nine bundles, I got a *hath chitti* for the same; I was credited by the factory with nine bundles. In other years the produce has been five, nine, and even 20 bundles.

1370. In what year did you deliver the 20 bundles, and did you derive any profit that season?—That was the year before last, but I got nothing for it; they pay us at six bundles per rupee.

1371. Mr.

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Fakir Mahomed.

8 June 1860.

1371. Mr. *Fergusson.*] After delivering the 20 bundles, did you not get fresh advances for the next year?—No, I did not.

1372. Have you sown indigo this year, and if not, how did you avoid sowing?—No, I have not sown, but a suit for breach of contract was instituted against me; the factory withdrew the suit itself. I cannot say for what reason; but the cases brought against other ryots are dismissed, because they received only two or three annas for two or three beegahs. On seeing this, as I understand, the factory withdrew the case against me, and 17 or 18 cases have fared likewise.

1373. If you did not sow, and your case was dismissed, then what have you to complain of?—When the magistrate finally dismisses a case against any of us, of course it is all right; but in this case the factory withdrew its own suit, and we don't know what may happen in future.

1374. Are you in debt to the *mahajan*, and to what extent?—I am in debt, and so are nearly all of us, and I have been so since the lease was taken by the factory. Formerly I could clear myself every year; now I don't know what the amount of my debt is.

1375. Is your debt in money or kind, and what rate of interest is demanded?—Two pice in the rupee for money, and for grain 50 per cent.

1376. *President.*] In what months do you generally borrow in kind?—From *Magh*, and each successive month till *Bhadro*, when the new rice comes in.

1377. When you are obliged to borrow, can you say what the bazar rate is?—In this month 12 *palis* of grain are given for the rupee.

1378. Then, when the new rice comes in, that is to say from *Bhadro* to *Posh*, at what rate is the market then?—In these days there is not much difference, perhaps it is a *pali* or two more for the rupee.

1379. How many beegahs did you sow with these or other crops?—After my three and a half beegahs for indigo, I sowed five beegahs with rice, but could not cultivate and weed them properly, because my time is taken up in attending to indigo.

1380. Have you any garden or bamboo land?—I planted some plantain and date trees, but they were all destroyed by the factory people.

1381. Did you not complain to the magistrate or daroga?—Where should I find a magistrate to complain? Damuhuda is about eight or nine miles from my house. Last year I was confined in a godown for three days. I was wanted to go and give evidence in the case of a *kabulyat* against the people of two villages, but I refused, because I could not give false evidence. They kept me confined three days; after this I was taken to the court.

1382. Mr. *Fergusson.*] You say that you cultivated 3½ beegahs according to your measurement; do you mean to say that it occupied so much of your time that you could not attend to your field or other matters?—From *Posh* to *Baisakh* we are never allowed to go near our rice fields.

1383. Before the lease was obtained by the factory, did you sow less indigo?—Yes, I used to sow a beegah and a half of factory measurement. In my estimation they then took 25 *cottas* in the beegah. Since that time when I can fee the *amin* they take three beegahs; if I cannot, then they take three and a half.

1384. Before the lease was taken by the factory, did not the zemindar and his servants require more presents in the way of marriages, births, deaths, *poojas*, &c., than during the *Sahib's* time?—I have a *jumma* of 12 rupees. The most I had to pay including everything was 12 rupees 8 annas; now it costs me 15 rupees.

1385. *President.*] What kind of people and what rank in life are the *dewan*, *amin*, and *takidgir*?—The *naib* of the factory is *Sham Gosain*, and the Dewan is Grihish Moulik, a Brahmin; they are highly respectable people. Since they have been in the service of the factory they have built *pucka* houses in their respective villages of Boyli and of Dunghant, and Grihish Moulik's house in Joyrampore.

1386. Is Grihish Moulik still employed?—No, he was removed in *Chaitro* last, and since then he has been imprisoned on a charge of deceity.

1387. Has Grihish Moulik instigated you or any one of you not to sow indigo?—No, in our opinion he acted towards us as a dacoit, and many people are glad that he has been confined.

1388. What rank in life is the factory *amin*?—There was a Kayast *amin*, but he has been lately exchanged for a Brahmin, but whether Kayast or Brahmin, they are equally oppressive to us.

1389. Mr. *Fergusson.*] Have many of the Joyrampore ryots come along with you?—None; Joyrampore is eight miles from my village.

1390. *President.*] What sums did you spend at your marriage?—I was married in 1251, Bengali year; I borrowed the sum from the *mahajan*, and have paid it off since.

1391. Did you never borrow from the factory without interest, or receive any other assistance?—No, I never got any; I never got my just dues, and have become very poor. If I wish to complain, the *amin* and factory people don't let me go near the *Sahib*.

ALAM BISWAS, Inhabitant of Shatgarri, Thannah Kaloopole, Zillah Jessore, Khedjura Factory, Sinduri Concern, called in; and Examined on oath.

Alam Biswas.

1392. *President.*] DID you sow indigo this year, and if not, why not?—I did not sow this year, although I have sown before; I have sown, and my father and grandfather have sown before me. Last year I sowed two and half beegahs; formerly I used to sow one and a half beegahs; by degrees the extent has been increased; the year I could afford to fee the servants, it was not increased: my reason for not sowing is that I am required to give all my time to the cultivation of indigo. Last year I managed to sow 12 beegahs of rice lands; as I could not sow it early enough it got burnt up; had I sown it early it would have got strength. We are compelled to crush the clods and weed the indigo fields, consequently we have no time. This year we heard that it was the order of the Queen that ryots were to sow indigo or not, as they liked; I did not hear or see it as a written order, but everybody was talking about it. We heard of this order this year in *Agran* last, and did not take advances; in the other year the advances were merely a form by word of mouth. We did not consult about it, but every man resolved in his own mind that he would not sow. After hearing this, we presented a petition in thannah Kaloopole in

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Alam Biswas.

8 June 1860.

Magh or *Phalgun*, praying for protection against being obliged to sow indigo, on which the daroga granted us assistance. After that some of the villagers went to the magistrate's tent; I did not; I heard that they were imprisoned; some said for making a riotous attack upon the tent, and some said it was for a breach of contract.

1393. Before this year were you ever imprisoned or ill-treated by the planters or the factory servants?—No, I was never beaten or imprisoned, nor were my bamboos ever cut or my fruits taken. I have had to give two rupees for road making, and also two rupees for the races, but I did not go to see them.

1394. Were the roads made for which that money was taken?—Yes; roads were made from Sinduri to Goldar, and from Goldar to Khedjura factory; there is also a road from Caragoda to Kaligunge. When our carts go on these roads, we are called on for four pice for each trip.

1395. Mr. *Fergusson.*] Is that a Government or a factory toll?—It is a factory toll; this tax they have not exacted this year. There is no toll-bar on the road; but beyond Shambunuggur they take this tax on the pretext that our carts cut up the roads.

1396. Does not the indigo plant come on these roads?—Yes, but the road does not lead to the market that we go to.

1397. *President.*] This year there has been a suit against you; what amount of damage have you paid?—This year I was cast in 52 rupees damages, *i. e.*, at the rate of 20 rupees a beegah; I was three days kept on bail on the breach of contract case, before I raised the money.

1398. You have had to pay this money; would it not have been much better for you to have sown this year?—I have only one man to cultivate; I don't drive a plough myself, and that man was afraid to go near the factory, and I was tired of the business. I have always been giving indigo to the factory, and sowing for so many years; I thought that if I looked into the accounts I should have come out on the right side in the case; in fact, I thought there would have been a squaring of past accounts for many years. I have pawned my cattle to get the money, but my homestead remains; my *jumma* is eight rupees on two beegahs and 18 *cottas* of land, paying a rupee of rent.

1399. Mr. *Fergusson.*] Will you sow indigo if a new arrangement is made?—No, I cannot sow under such oppression.

1400. Mr. *Sale.*] How much indigo did you give last year to the factory?—Last year I gave nine bundles.

1401. How much did you get for it?—I got nothing.

1402. To whom did you pay rent?—I am a *be-ilaka* ryot, and pay rent to Radha Gobindo Chowdari.

1403. Mr. *Fergusson.*] How many cows did you pledge to raise the 52 rupees?—Four cows; I had no money in hand; they were plough bullocks.

1404. If you had four plough bullocks, how did you make out that they were so much employed in cultivating two-and-half beegahs of indigo that you could not attend to your rice fields?—They make us plough so much backwards and forwards that we have no time for anything else.

1405. Mr. *Temple.*] What reason induced you to come down?—I paid the money, got the receipt, and have brought it with me to show it here, to see if I might be able to get the money back.

1406. *President.*] Do you clearly understand that that order is final, and that we have no power to interfere?—Now that it has been clearly explained to me I understand it.

1407. Mr. *Temple.*] How did you come to know that the Commission was sitting?—I came down to appeal to Government, but coming here I heard of this Commission sitting.

1408. Where have you resided since your arrival here?—At Cassia Baghan, in the house of one Buxu; he is a generous and kind man, and allowed me to use his house, which is empty.

1409. Mr. *Fergusson.*] Have you heard of Hurris Baboo?—I have heard of him since I came here.

1410. Mr. *Temple.*] Are there any other ryots in the same house with you?—Yes, four others.

1411. By whose advice did you come down to Calcutta?—Nobody's.

ISLAM MUNDAL, of Khaskarra, Village Thannah Damuhuda, Factory Ailhans Sinduri Concern, called in; and Examined on oath.

Islam Mundal.

1412. *President.*] WHAT *jumma* have you, and how many beegahs do you sow with indigo?—I have 51 rupees *jumma*, I sow six beegahs with indigo; my father sowed before me; I have always been in the habit of sowing.

1413. Have you sown this year; and if not, why not, and what has been the result?—I have not sown this year; I am quite unable to sow any more. The planter has been in the habit of taking 20 rupees extra for the last four years since my brother's death. I have never complained about this. The factory people have cut down 40 or 50 bamboos every year; I have also been fined five rupees or so every year on pretext of road making, or cattle trespass, or for weeding, and two or three rupees are taken by the *amin* and *takidgir*; also I get nothing for carting the indigo when it is put into the vats; also the Commissioner went to Doorgapore, and we presented a petition to him to the effect that we would not sow indigo; whereupon we were told that it was optional with us to sow indigo or not. Formerly we were under the impression that the Government had a share in the produce, so after being there I did not go near the factory again, and did not sow. Wherefore in the month of *Chaitro* a suit for breach of contract was instituted against me; one of the principal men of my village was also sued, and he put in a *razinama*, and I was told to put in the same; but I would not consent. That case, so far as I know, is still pending, and I have come down to Calcutta on account of it.

1414. Would it not have been much better for you to have sown this year instead of being sued for breach of contract?—I thought after the Commissioner's information I need not sow. I did not then understand what was the real state of affairs.

1415. Mr. *Fergusson.*] Last year how much indigo did you deliver to the factory?—I believe ten or twenty boat loads, but in this there was the indigo of three or four other ryots; I received no *hath chitti*.

1416. Did

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1416. Did you go to the factory last year?—Some days I went, some days I did not; I don't know whether I have to get anything from the factory or not.

1417. Did you receive anything from the factory either as settlement of accounts, or advances last year?—Nothing.

1418. Is your *potta* for a term of years and at a fixed rent?—It is a *potta* at a fixed rent.

1419. Mr. *Sale.*] Who is your zemindar?—My zemindar is Bhagwan Ghose.

1420. Mr. *Fergusson.*] If a decree is given against you for breach of contract, would you sow or pay the damages?—I would rather pay the damages than sow. I would sell my cows and borrow from the *mahajan;* I cannot bear this oppression of paying twenty rupees more than I ought to pay.

1421. Is that twenty rupees on account of rent and not indigo?—It is on account of rent, but I do not owe such rent.

1422. Mr. *Temple.*] When you came down to Calcutta to complain, to what court did you intend to appeal?—I heard that ten other people were going to Calcutta, and I said, I will go too.

1423. On arriving at Calcutta, who told you that this Commission was the proper place to apply to?—Two other people were coming, and I joined them.

1424. Did any one tell you in the district that this was the proper place to come to?—I heard at the thannah that there were no orders forthcoming in the zillah, and that we had better go to the *Huzoor.*

1425. Who told you this at the thannah or police office?—I saw a dozen people going and coming about the thannah, and they told me.

1426. It was not the daroga that told you?—No, he did not tell me.

1427. What took you to the thannah?—I was taken there on account of my case.

1428. Are you and the men who came down from Nuddea together putting up at the same house?—There are some people from my country who are working here as coolies, and I get a meal here and there.

1429. Mr. *Fergusson.*] Do you know Hurris Baboo?—No.

A. S. SAWERS, Esq., of Culna, in Burdwan, called in; and Examined on oath.

A. S. Sawers, Esq.

1430. *President.*] WILL you state to the Commission in what districts and concerns you have had experience in indigo planting?—I have had experience in Kishnaghur. I was partner in the Big Union, which comprised Sinduri, Katchikatta, and Katuli. For the last nine years I have been in Culna, opposite Santipore, in Burdwan.

1431. Your system in Culna is almost all *nij*?—Entirely *nij;* I have not a single indigo ryot.

1432. Will you state to the Commission the establishment which you keep up for your *nij*, and how you manage it?—I manage it the same way as a farm in England, with my own workpeople and my own ploughs, of which I have from 300 to 400, with about two bullocks to each. Including women I have 700 *Boona* coolies; I have no *desi* coolies. I have 17,000 beegahs of indigo in cultivation. I find this sufficient, because one-half of my cultivation is what is called *chitani*, which is sown with the hand after the inundation subsides, without any previous preparation of the ground.

1433. By what tenure or right do you hold your lands?—Entirely under terminable *ijara pottas* obtained from zemindars; also I hold a small portion of rent-free lands obtained from the owners, who are brahmins.

1434. Did you not find ryots established on the lands, the leases of which you obtained from zemindars; and if so, how did you manage with any such ryots?—The lands appertaining to those factories have been held by the proprietors from time immemorial, at least ever since the factories have been in existence, which is some time since the end of the last century. Although I have stated that my indigo cultivation extends over 17,000 beegahs, I have a large quantity of land which I give out to the ryots to sow rice on; those lands I generally give for one or two years, and then resume them and give them other lands, with the object of making a rotation of crops. These are the only ryots within the limits of my concern. I have besides a large *talook* and villages and *ijaras*, where indigo is not cultivated, by which I have a command of labour.

1435. Did you find it expedient to endeavour to purchase the zemindary right for your *nij* lands, or have you been called on for enhanced rents, or molested in any way?—The zemindar has always the preferential claim to all alluvial accretions, and I never had the chance of purchasing the proprietary right. I have not been troubled or molested by the zemindars, because these lands, or the greater portion of them, are only suited to the cultivation of indigo; but recently, some of my leases having expired, the native proprietor of a neighbouring factory entered into competition and coerced me to pay an enhanced rent. The original *jumma* having been 4,300 rupees, I had to agree to pay 5,000 rupees per annum, being an increase of 700 rupees yearly; besides, I had to pay 5,000 rupees, *peshki*, bearing interest at 3 rupees per cent., and re-payable at annual instalments of 1,000 rupees in deduction of the yearly rent.

1436. Was this the only case?—No; there is another, when the same party offered a *jumma* of 900 rupees yearly for a *chur* which has appertained to the factory for 50 years, at an annual *jumma* of 600 rupees; the lease was renewed from time to time for seven years, the last for 15 years.

1437. What was the cause of the lease being for 15 years in the last instance?—It was because a neighbouring native proprietor, by a decree of the principal sudder ameen, upheld by the judge of Nuddea, dispossessed the *Gosain*, who held under a *mourussi potta*, when the proprietors of the factory undertook the appeal to the Sudder Dewanny, at a personal cost of 7,500 rupees, against the decision of the judge, confirming that of the principal sudder ameen; the case was gained in special appeal in favour of the *Gosain*. On this account the lease was granted for 15 years in order to pay from the rent the expenses incurred. Under Section 6 of Act 10, of 1859, I endeavoured to claim the right of occupancy, but did not succeed, the collector being of opinion that having a lease, I could not hold on beyond that term, and that the proprietors might resume it. The lease last year was given to other parties in my absence, and I lost it. These are the

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A.S. Sawers, Esq.

8 June 1860.

the only two instances in which I had any difficulty with the zemindar.

1438. Do you ever find that the ryots, whom you may have established on your *nij* lands, try to dispossess you or to set up rights of small tenant proprietors to your prejudice?—No, never; I don't give them *pottas*; I only allow them to occupy for a year or two. The lands those men hold are extra lands, and their homesteads are in other villages, some are *ilaka*, and some *be-ilaka*; some of the ryots, coming from a considerable distance, merely put up temporary sheds and go back again as the lands get inundated.

1439. Do you ever find any difficulty in procuring a sufficient supply of labour; and for this object, do you ever have recourse to any method beyond the fair market value of labour?—Besides my own ploughs, I hire ploughs to cultivate as well as to sow my lands; and for these ploughs I pay at the rate of eight for the rupee.

1440. Mr. *Fergusson.*] Would you not find a difficulty of that kind, if you had not zemindary rights to help you?—Certainly, it is with this object that I take *ijaras* of villages and purchase *talooks*.

1441. *President.*] How do you manage in hiring labour to avoid interfering with the other agricultural pursuits of the ryots?—My lands being low, it is necessary to sow them as early as possible; and if in the end of January, or beginning of February, I could get a good sowing *joe*, or moisture, I should sow as much land as I possibly could, as the ryots have little or nothing to do at that time with their ploughs. Then their late rice land is so hard that they cannot work it, but in a season such as the present, when we have no sowing *joe* till the beginning of May, I took only from my *ilaka* ryots one plough when a man possessed two, and that only for a day.

1442. Is the whole of your *nij* cultivation sown with indigo, or also with other crops?—Nearly three-fourths of my cultivation is sown in October; and with the indigo I sow other crops, such as mustard, oats, and wheat. I have had as much as six maunds of oats from a beegah, and 20 bundles of indigo from the same beegah. Such a crop I obtain from lands which have been under rice the preceding rains.

1443. Are we to understand, then, that you have no lands which you set apart and cultivate exclusively for other crops besides indigo?—Yes, I grow no other crops exclusively; what I grow, is with the indigo, and for my own use, and oats for sale. I have about one-fourth spring sowings, and I can generally manage this with my own establishment and with a little additional hiring; but were I to sow only one-fourth in October and three-fourths in spring I could never do it; and for this reason, I consider that it would be perfectly impossible to convert the *ryotti* indigo concerns of Kishnaghur into *nij abad* concerns.

1444. Mr. *Fergusson.*] The reason being, I suppose, that it is impossible to get any sheets of land, and whatever number of ploughs a concern had, it would be impossible to move them from spot to spot to carry out the cultivation?—In the first place the lands belong to the ryots, and you cannot sow them in a large space together, and while, on a sowing morning, the ryots of the respective villages can come out and sow the lands around the villages, and thereby get through in one *joe* a large amount of cultivation, it would be impossible to move a *nij-abad* establishment from the factory to village after village; some being two or three *coss* distant from the village.

1445. *President.*] Do you think that even in thickly-populated districts like Jessore and Kishnaghur, a planter, by purchasing *jummas*, or taking *pottas* from ryots or from the holders of rent-free lands, and otherwise by watching his opportunity, might be enabled to increase his *nij* cultivation to some extent even in the absence of large tracts of waste or unoccupied lands?—Of course, by buying *jummas* he must increase his cultivation; but many years ago the experiment was tried by Mr. Shuttleworth at Mirpore in Pubna, who took it into his head to convert what had always been a *ryotti* concern into a *nij abad*, by buying up *jummas*, and getting possession of the actual lands to cultivate them as *nij abad*; any how he could not; but by so doing, he ruined himself, because the ryots having no lands left, deserted villages, and he could not get the cultivation effected. Mr. Hills also, at one time, took it into his head to increase his *nij abad* cultivation, but the lands pertaining to his factory being of a strong clayey soil, and requiring great cultivation, he found it would not pay, and therefore he abandoned it to a great extent.

1446. Mr. *Temple.*] But could not that gentleman have imported *Boona* coolies to carry on the cultivation?—To a certain extent he could, but as I have said before, he could not sow the land, as he could not move his establishment about with sufficient rapidity, the fields being so scattered; whereas in a large *ryotti* concern, such as Mulnath, with two good showers of rain, the whole cultivation, extending to 26,000 or 27,000 beegahs, might be got through.

1447. But supposing a planter bought up a whole village or several holdings compactly situated; could he not then locate *Boona* coolies together, so that they might sow the whole of the available lands?—He might locate coolies, but he would also have to locate ploughs and cattle, which would be so costly that it would be impossible.

1448. Then are we to understand that a *nij* concern such as yours could not be carried on profitably on high lands?—Certainly not.

1449. Baboo *Chunder Mohun Chatterjee.*] Do you not think that unless the planters have *ryotti* cultivation, they will never make a profit by cultivating indigo?—Certainly not in the Kishnaghur or Jessore districts. I know nothing of other districts.

1450. Could you say how much per beegah of rice, mustard, linseed, sugar, tobacco, potatoes, and other crops, would pay the ryots?—I put in a comparative statement of the cost and yield of a beegah of *aous* rice and indigo, with the value of rice at one rupee per maund, the former valuing price:—

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8 June 1860.

BEFORE THE MUTINY.

Rice.				Indigo.			
POTIT OR FALLOW LAND.			Per Beegah.	Lal Land.			Per Beegah.
			Rs. a. p.	Rs. a. p.			Rs. a. p.
Rent (Burdwan rate)	-	-	1 12 -	1 12 -	Rent	-	1 12 -
Ploughing	-	-	1 - -	- 10 -	Ploughing	-	- 7 -
Seed	-	-	- 8 -	- 8 -	Seed	-	- 6 -
Weeding	-	-	3 - -	2 - -	Weeding	-	- 6 -
Cutting and winnowing	-	-	1 - -	1 - -	Cutting	-	- 5 -
	Co.'s Rs.		7 4 -	5 14 -	Co.'s Rs.		3 4 -
High yield of rice, 7½ maunds, at one rupee per maund	-	-	7 8 -	High yield of indigo, 20 bundles per beegah, at four bundles per rupee (exclusive of yield of seed)	-		5 - -
Straw	-	-	1 8 -				
	Co.'s Rs.		9 - -		Co.'s Rs.		5 - -

At the present price of rice, *i. e.* two rupees per maund - - - *Co.'s Rs.* 15. 8.

1451. Baboo *Chunder Mohun Chatterjee.*] You have stated the price of rice; can you state the price of other articles?—This you will find in a statement which I shall fill up and forward.

1452. Could you tell us what a beegah of *pottol* would pay the ryot?—I have known a beegah of *pottol* yield 30 rupees. I had a ryot who defrayed the marriage expenses of two of his children out of three beegahs of *pottol*.

1453. Mr. *Fergusson.*] Is that statement of the cost and produce of rice derived from your own experience among your ryots, or how?—Yes. And I may here state that at the former prices of rice, it was very seldom a paying crop to the ryot, but I believe that even were a beegah of indigo to pay better than a beegah of rice, the ryot would give a preference to the rice; the rice is his staff of life; it feeds himself and his family, and the straw feeds his cattle and thatches his house; therefore it is not fair to compare the indigo with the rice. Further, under the former prices of rice, a ryot was very seldom clear of his *mahajan*, and I am pretty certain that if we have for another two years a continuation of the present high prices, the *mahajan's* occupation will be gone.

1454. *President.*] It has been stated in evidence to the Commission that indigo is not profitable to the ryot, and several witnesses have, in their evidence, testified to the great dislike of the ryot to that cultivation; can you, from your own knowledge and experience, explain the causes of that dislike, and suggest the remedies?—I think there are several causes which may be assigned for the present discontented state of feeling; the first and chief reason, I consider to be the great rise that has taken place in the value of rice, which, at present prices, is much more profitable than indigo; and for this reason, I don't believe that, from my knowledge of the character of the ryots, they are altogether free agents in the present resistance, which in Kishnagur they are making to the cultivation of indigo. It is clearly the interest of the *mahajan* as well as of the talookdar to increase the cultivation of rice, and therefrom I think that they are very much instigated in their present proceedings. Further, I think there are parties in Calcutta who have instigated them to oppose the cultivation of indigo, such as the proprietors of the "Hindoo Patriot" and the "Indian Field;" I say so not from personal knowledge, but such is my belief. I further believe that that feeling arose among those parties in Calcutta, from a feeling of jealousy, that so many indigo planters should have been made honorary magistrates. There is another reason. In former years, before the failure of the Union Bank, a great deal of money was, I think, lavishly squandered in the cultivation of indigo in the Jessore and Kishnaghur districts; but since that failure, money has not been so easily obtained; added to which there has been a succession of very bad seasons, which has caused the planter not only to be more careful in the expenditure of his money, but to look more carefully and strictly into the collection of his rent; and since I have entered this room and heard the evidence of one ryot, named Adam Mundal, of Ailhans factory, I am the more confirmed in this opinion. His great grievance appears to be that he is now called upon to pay rents, which he never paid before. These are some of the reasons, I believe, which have led to the dissatisfaction which has recently come to a climax; these reasons I may compare to the faggots which only required a spark to ignite them: that spark was Mr. Eden's *perwanna*, which set them all in a blaze, and since then the flames have been well fanned by the police, and also, as I was told, while lately in Kishnaghur, by emissaries from Calcutta going through the villages and inciting the ryots. According to the statement which I have produced, indigo may be a paying crop to the ryot, but there is another matter which should be considered. A very large portion of the rice lands of Jessore and Kishnaghur cannot go on and bear a perpetual succession of white crops; they require

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A. S. Sawers, Esq. 8 June 1860.

require rest, and for this rest, indigo, being by no means an exhausting crop, may be substituted; and, independent of the profit which the ryot would thereby obtain, instead of having his land lying fallow and unproductive, there are other collateral advantages, which, I maintain, notwithstanding what may be said to the contrary, he does derive from his connexion with the factory; and, I think that, perhaps, if some change were to be made in the present system, the ryots would all return to the cultivation of indigo. I think the Kishnaghur planters may still continue the two rupees per beegah of advances, and take four bundles per rupee, but instead of charging the ryot with the price of the seed, let him take all that expense (as I am obliged to do) on himself. But in the event of the ryot obtaining from his stumps a seed crop, let him return to the factory the actual quantity of seed he has received, and take the rest to the best market he can find. I would further suggest, that the planter should take the expense of carting upon himself. I have known instances, within my own knowledge, when the ryot being in want of money, came to the factory, and received advances, without interest, either to buy cattle, to repair his house if it was blown down by the storm, or to weed his indigo.

Commission adjourned at 5.45 P. M.

Saturday, 9th June 1860.

PRESENT.

W. S. SETON-KARR, Esq., C. S., President.

Members:—R. Temple, Esq., C. S., W. F. Fergusson, Esq., Reverend J. Sale, Baboo Chunder Mohun Chatterjee.

A. S. SAWERS, Esq.; Examination continued.

A. S. Sawers, Esq. 9 June 1860.

1455. *President.*] IT has been stated by a planter of great experience, that in some places even one rupee a bundle would not prove profitable to the ryots, and many ryots have declared their unwillingness henceforth to sow on any terms whatever. Can you reconcile this with your opinion, that four bundles per rupee would satisfy a ryot?—My answer to that is, that the statement of the experienced planter is merely his opinion, or *ipse dixit*, unsupported by any proof; whereas I yesterday produced a statement, in which I showed that upon an expense of three rupees four annas per beegah, the ryot obtains a return of five rupees, exclusive of the value of any seed which the *khoontees* (stumps) might yield. I, therefore, cannot reconcile the statement of the experienced planter with my view of the matter. If the planter alluded to referred to lands which would not grow any crop, not even a thistle to feed a donkey, his statement might be perfectly correct; but there are no such lands in the districts of Jessore and Kishnaghur, that I am aware of, ever taken for the cultivation of indigo.

1456. It has been stated in evidence to the Commission that whatever ryots may have to receive at the time of squaring accounts, is subject to various deductions by the factory servants, viz., the *dewan*, *amin*, and *takidgir*, and that, in addition to this, the ryot is called upon to fee them out of his own pocket; do you think that one rupee twelve annas profit is a sufficient inducement to the ryot, knowing that he may have to run those chances?—The proceedings alluded to in the question are not consistent with my practical experience; that *dustoori* may be, and is, taken on cash advances, I believe to be possible, but *dustoori* is not an English institution; it is the custom of the country, and the English planter must accommodate himself to it, and it is a custom with which the ryot is associated from his birth. I don't believe that upon a trifling sum of one rupee twelve annas of excess payment, any *gomashta* of a factory would dare to charge *dustoori*, and certainly if he did so, the planter would, on hearing of it, immediately order a refund, and censure him for his conduct.

1457. Then is the Commission to understand that within your experience in the Big Union, in former years, it was the custom with all planters to check extortion, and to lend a ready ear to the complaints of the ryot?—Certainly, it was so.

1458. Mr. *Fergusson.*] Putting aside all questions of justice and right feeling, would it not be suicidal on the part of the planter to allow such oppression as is stated to have been practised on the ryots by the *gomashta* and native establishment of the factory; and must it not be his object for his own self-interest to make the ryot willing and contented to cultivate indigo?—Certainly; the welfare and prosperity of the ryot must be co-existent with the welfare and prosperity of the planter, and I believe that there is no planter of the present day, or during the last three and twenty years of my experience, in the districts of Jessore and Kishnaghur, who would, for a moment, knowingly permit any such oppression on the part of his servants. But I may state that I have no doubt there have been many instances in which ryots in a village having disputes or differences amongst themselves, have applied to the *gomashta*, without any reference to or knowledge of the planter, to settle their differences; in which case, it is quite possible that the party who feed the *gomashta* highest, might have gained the case over the other party, however unjustly; such proceedings are no part of the system of indigo cultivation.

1459. *President.*]

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1459. *President.*] Are you aware that rather than cultivate indigo this year, many ryots have submitted either to be cast into jail, or to have their cattle or houses sold, and have in consequence encountered total ruin; do you think that the causes given by you yesterday are adequate to explain away this apparent stubbornness?—Yesterday, I stated it to be my firm belief that the ryots in this matter are not free agents, and that they acted under instigation, and, it might be, an assurance that their interests would be protected by those instigators. Further, I believe that those ryots from the commencement of their recusancy, were under the impression that they were acting in accordance with the views and desires of Government; and having had legal proceedings instituted against them under the new Act, they had no chance of getting out of the difficulty. And further I may state, that it is consistent with my knowledge and from information I have to-day received, that there are villages in the district of Kishnaghur, which are already beginning to change their tone in the matter, and that, as I stated yesterday, I think that if they are left to themselves, they will return to the cultivation of indigo, on a certain modification or change in the present system.

1460. Within your former experience in Kishnaghur or Jessore, did any ryots manage to clear themselves and to get completely out of the factory books?—I have a perfect recollection of some ryots having not only cleared their balances, but having had something to receive, when they gave ten bundles for a rupee instead of four; I may further state, that I believe, that among the causes of balances having been brought down for a number of years against ryots, is that Mr. Hills altered the system of advances, and increased it from two rupees a beegah to four; and his example had to be followed generally over the whole district. Ryots greedily took advantage of this liberality, and involved themselves in the heavy balances which have since accrued.

1461. Within your recollection, did those ryots who had any excess to receive, freely enter into new engagements, or did they bid good bye to the cultivation of indigo?—Certainly, they at once entered into new engagements, finding it profitable.

1462. But within your remembrance, did any ryot, who found the cultivation of indigo either irksome or unprofitable, ever manage by any means to pay off his debt to the factory and get clear?—I do not remember any such instance.

1463. And you have no reason to believe, that in the case of those ryots, who after clearing themselves, entered into fresh engagements, that any undue influence was ever exercised?—No; I have no reason to believe so.

1464. Within your experience did the factory measurement for indigo lands exceed that of the zemindars' measurement; and what was the size of your indigo beegah?—No; I have no recollection of any such difference so far as I can recall. The size of the Kishnaghur beegah is 55 ells of 21 inches.

1465. In your time were contracts with ryots for a term of years or undefined; and did the ryot actually affix his name to blank stamped paper?—So far as I remember, the contracts were annual and not for any term of years; and invariably the ryot attached his signature or mark to a blank stamp-paper.

1466. Mr. *Fergusson.*] So is it not almost the universal custom in the country for bargains and contracts to be verbal and without writing?—Generally verbal.

A. S. Sawers, Esq.

9 June 1860.

1467. *President.*] But when a ryot borrows either in cash or in kind, does he not usually sign a bond on stamped paper for the amount?—I believe in his transaction with the *mahajan* he does; but at the time I refer to of my experience in Kishnaghur, he was seldom called upon by the planter to sign a bond for the amount of any cash advance, if it was of trifling amount.

1468. Can you state what the cost of indigo in your own factory has stood you in a maund (every thing included), and what has been the average sale for the last three years?—I should consider that if ever indigo should come down in price below 150 rupees a maund, I should be badly paid on my *nij abad* concern. For the last three years, it has been fully 50 rupees a maund above that.

1469. Mr. *Fergusson.*] Does that cultivation of 150 rupees a maund include interest and charges on your block and outlay?—Yes.

1470. Mr. *Temple.*] But supposing the planter had to borrow the capital at a considerable rate of interest, would the 150 rupees cover the interest at that rate?—That depends entirely on the rate of interest he would have to pay. I believe that the indigo planters generally in the districts of Jessore and Kishnaghur are in a very different position now to what they were before the failure of the Union Bank; my reason for this is, that on the failure of the bank, most of the indigo concerns in those districts changed hands, and were purchased at a very cheap rate, and in consequence of such cheap purchases and two seasons very profitable to the planters, the money which had been borrowed to purchase the factories was paid off, and the planters had a clear block and were comparatively independent.

1471. At the present time, are not the planters in those two districts working on borrowed capital so far as you know?—I know that they are working on borrowed capital, but that merely for the year's outlay; as security for which to the lender they give, it may be, 10 or 12 per cent. interest, with the produce of the season and a mortgage on the block of the concern.

1472. Does it ever happen that the planter has had to borrow money in the first instance for purchasing the block, and has also to borrow money for his annual outlay, and has to pay double interest; can you tell approximately what this double rate of interest would amount to in the aggregate?—In olden times almost every factory was purchased with capital borrowed from large agency houses, which also supplied the funds for the annual outlay. The rate of interest in those days used to be 10 per cent. on the amount borrowed for the block, 10 per cent. for the outlay, 2½ and sometimes 5 per cent. commission, and 1 per cent. on the accounts. There was also a charge of 2½ per cent. on the net proceeds. On the whole, in a good season, there would be from 17 to 20 per cent. to be defrayed from the proceeds of the crop; besides this there would be the amount of interest on the block capital, whatever that amount might be, which would be defrayable from the same source.

1473. Does not this amount to a somewhat heavy charge on the proceeds of the season, amounting to, say 30 per cent., or perhaps more?—It may be so.

1474. Do you know of any concerns which are carried on without borrowed capital; either

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A. S. Sewers, Esq. — 9 June 1860.

for block or for annual outlay?—I know one or two; but there are very few.

1475. Mr. *Fergusson.*] Whether a man invests his own capital in an indigo factory, or borrows money for it, does he not in the first case expect the same return for the money invested in the trade as the lender does, the latter adding a commission for the risk he runs; and is not the last commission, which you mentioned, *i. e.* 2½ per cent., the usual charge for such work and labour expended in selling the produce?—Certainly, if a man is a capitalist, and invests his money either in the purchase of an indigo factory or share in any company, he looks to crediting that capital with interest before carrying any amount to profit, and 2½ commission is the usual charge.

1476. Are the rates of interest and commission charged upon indigo higher than on any other mercantile transactions that are carried on throughout India?—Not to my knowledge.

1477. Mr. *Temple.*] Are not those high rates of interest and commission consequent on the insecurity of property in the Mofussil?—Certainly; and I think from what has occurred, and the slight degree of protection that the planter has recently received, a party lending him money would be perfectly justified in demanding a higher rate of interest and a higher commission.

1478. Do you then consider that the new summary Act has not given adequate protection to the rights and property of planters; if so, in what respect or respects?—I think there are certain views which have been taken of the meaning of the Act, which have not given the planter protection, viz., a planter has to receive a sum of money from a ryot as rent, and at the same time has to pay that ryot an equivalent as advance for his indigo cultivation, and upon this arrangement the account was closed in the month of October last; that sum, under the new Act, has not been held to be a cash advance. These cases must, I believe, be numerous, as the planters are such large zemindars.

1479. But when some hundreds of ryots have been put in jail, and when the property of others has been sold to satisfy the damages, and when many other ryots have borrowed money from *mahajans* to pay the damages, do you consider that the law in these respects has not been adequately enforced?—I consider that the indigo planter does not look merely to a return of interest alone, which, as already stated, he may have to pay over to a third party, but he looks for an amount of profit besides. In a crop, which is undoubtedly one of the most precarious in existence, the planter, after a series of seven years of scarcity or poor crops, cannot, I should imagine, consider himself as compensated by the proceedings that have taken place under the new Act and the damages given.

1480. But do not the damages unavoidably amount to tenfold the amount of advance; and if not, what rate of damages do you think would be adequate?—These damages, under the Act, I apprehend, are intended to cover what may be considered the produce of the factory.

1481. What becomes of the block?—The closing up of the factory entirely annihilates that. I am not prepared to say what amount should be awarded to cover it.

1482. *President.*] Then do you think that in an average season a planter might look to a return of produce per beegah in indigo which would be adequate to 20 or 22 rupees?—Yes, I would consider such amount of damages legitimate.

1483. Then do you consider that a system possesses the elements of soundness and permanence where one of the contracting parties very reasonably looks to a return of 20 rupees a beegah, and the other to a profit of 1 rupee 12 annas?—I consider that the ryot looks merely to a return for his labour and the value of his land; what is a good season for the planter must be a good season for the ryot, but before the planter's manufactured indigo can reach a market, it is liable to expenses and vicissitudes, to which the ryot is not exposed; I am not prepared to say that the system which is followed in Tirhoot, might not, as a compromise between planter and ryot, be substituted in the districts of Kishnaghur and Jessore.

1484. Mr. *Fergusson.*] Would not a manufacturer in Manchester who has contracted for a supply of raw material, such as silk and cotton, on failure of which his mills would be stopped, be entitled to much more damages than the actual cost of the raw material?—Unquestionably, and I think the cases are quite parallel.

1485. In the damages which have been assessed at 23 rupees (and which I believe in some instances were modified to 10 or 11 rupees), is not a very large proportion represented by the expenses of the planter's interest, &c., which won't be increased, independent of the actual cost in raising the plant?—Certainly.

1486. *President.*] Supposing one factory to have 5,000 beegahs of *nij*, and to have the same quantity of *ryotti*, could you tell us what would be the probable expenditure and the returns of them respectively?—While the actual expense per beegah on each might be the same or nearly so, the cost of the indigo produced from those beegahs would be considerably more from a *nij* cultivation, such as mine, than from the *ryotti*, because the produce or yield from the *ryotti* indigo would be much greater, in many instances two-fold, than from my *nij abad*. I mean that while the Kishnaghur *ryotti* planter gets a yield of 75 to 100 maunds per 1,080 beegahs, I seldom get a yield of more than 50 maunds per 1,000 beegahs. This, I apprehend, arises from the difference in soil between *chur* and high lands, and *nij* is generally on *churs*.

1487. Mr. *Temple.*] You mentioned that the insecurity of property in the Mofussil is one cause why the high rate of interest is charged on the capital borrowed, will you specify in what respects the property of the planter was insecure previous to the disturbances?—One cause was the unsatisfactory nature of the land tenures. An indigo concern being dependent for its prosperity on the property that it held in *putni* or *dur-putni* talook; and until the passing of Act XL. the *putnidars* or *dur-putnidars* had no real security for the continued possession of their property; and with regard to myself I mentioned a case yesterday when, after an uninterrupted possession of 50 years, a *chur* by a large bonus and bribe, and an enhancement of rent, was, without any reference to myself, and three months anterior to the expiring of my lease, taken over my head.

1488. Are the factory and premises generally safe; is the standing crop generally protected from damage; is the ryot, through supervisors and other men, generally kept to his engagements; are these results attained or not?—I do not consider the state of the police in the country at all satisfactory, but from that I would not infer any danger to my buildings or to my crop; and during the whole of the mutinies in the North-

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North-Western Provinces I was never under any apprehension of any disturbance or attack from the ryots or population in my neighbourhood, but, as I have stated, I am in a different position from the planters of Kishnaghur and Jessore; at the same time, previous to the present crisis in the district of Kishnaghur, I do not think that any planter there had any apprehension for the safety of his buildings or of his crops.

1489. Then if, as you consider, the factory and premises were safe; if, on the whole, the crop was protected; if the ryot was kept to his engagement by means of supervision, in what did the insecurity of property to which you alluded consist?—Beyond the unsatisfactory state of land tenures to which I have alluded, a *ryotti* concern was always subject to the risk of the cultivation being interfered with by the influence the zemindars have over their ryots. As an instance of this influence I may state that a *gomashta*, who had been turned away, and is about now to be reinstated, made it a stipulation in my presence that a certain sum which he had expended since his dismissal in putting up the ryots of a village in which he is a shareholder against the factory, should be reimbursed to him.

1490. Baboo *Chunder Mohun Chatterjee.*] Are there not other articles of produce to cultivate, which are more profitable to the ryot?—I dare say there are other crops, there may be, but I don't know of any other. I never made any inquiries on the subject.

1491. Do the ryots willingly take advances?—In my time I never had any cause of complaint on that score.

1492. During your experience in Nuddea and Jessore you knew of no instances in which you found a ryot unwilling to take advances?—I cannot bring any to my recollection, as I left the *ryotti* cultivation in 1842, 18 years ago.

1493. Do you not think that ryots would be thankful to get out of the planter's hands, by paying up the balances due against them in the factory accounts?—I think if left to themselves not many would care much about it.

1494. Mr. *Fergusson.*] Do you remember hearing from ryots and others of the manner in which the Government conducted their silk advances, and in what way it was different from the indigo planter's system?—I remember, I think in 1839, when a relation of mine purchased the Meerpore indigo concern where there was a Government filature, and which concern I went to take over from the party representing the seller. Having some conversation with the silk people I learnt from them that Government used to make advances to *paikars*, who were the parties alone debited in the filature books with those advances; those *paikars* I believe purchased the cocoons from ryots.

1495. Was there a large amount of balances outstanding?—A large amount of balances stood against those *paikars*, but they repudiated them and charged the Government amla with having written against them sums much in excess of what they received.

1496. Is it not the custom for Government and other parties in this country to make advances for every description of work, and can they get it done without their doing so?—In the Mofussil you can get nothing and do nothing without advances, that is to say, in the way of work or of purchase in the market. *A. S. Sowers, Esq.* 9 June 1860.

1497. Has the cultivation of indigo increased or diminished in the Kishnaghur district within the last six or seven years?—It has not increased, and my impression is that it has decreased; generally the district of Kishnaghur has had a succession of bad crops during those six years, and you do not find an increase of cultivation in the face of annual losses.

1498. Mr. *Sale.*] Do you think that the facilities for the cultivation of indigo which you enjoy in Burdwan could be obtained to any considerable extent in your neighbourhood or any other part of Bengal?—I can't speak of any other part of Bengal, but there are some factories on the Bhaggerutti which have partly *chitani* cultivation, which I know may be had very cheap, but *chitani* cultivation is only available on the banks of rivers which are annually inundated and form alluvial accretions.

1499. Mr. *Temple.*] On the whole does there remain in Lower Bengal much *ekur* land fit for cultivation still uncultivated?—I don't think there is much.

1500. *President.*] It has been variously suggested to the Commission that the planter in future should charge nothing for seed, should pay the rent for the ryot's lands, and should remunerate him at the rate of a rupee a bundle, leaving him nothing to do but plough, sow and weed, and it has been suggested that the planter should offer the ryot a bid for his land, say 10 to 12 rupees a beegah, taking all the risks of cultivation. Do you think the planter could afford any or all these modes?—I do not think the planter could afford a rupee a bundle, and in preference to those other suggestions I think the Tirhoot system would be better, by which the ryot would get a fair remuneration for his labour and land, and would seldom or never be in debt to the factory.

1501. Is four bundles per rupee, which you mentioned yesterday, the highest price a planter could give a ryot?—Yes.

1502. Mr. *Temple.*] Have you, on the whole, suffered anything at the hands of the police, or have they directly or indirectly impeded your labour?—I am glad to say that for the last nine years I have had nothing to do with the police. I have had no cases in the magistrate's court.

1503. Have they extorted money from you?—They never had the chance.

1504. Mr. *Fergusson.*] When you had anything to do with the civil courts of Burdwan and Kishnaghur, did you find it necessary to bribe or pay expedition money to the amla?—I never had a case in court that I did not receive a letter from my Mooktear, saying that it was necessary to fee the *hakim's* amla; I could not be sure to whom the money went.

MANIK SHAH, Inhabitant of Thakhurpore, Thannah Damuhuda, Zillah Nuddea, Taltolla Factory, Sinduri Concern, called in; and Examined on oath.

1505. *President.*] WHAT are your means of livelihood, and what *jumma* have you?—I have a *jumma* of 25 rupees on a *potta* of 15 years' standing. I am also a Naib Kazi of the Pergunnah. 72—I. The Sudder Kazi registers, but I get five annas on the rupee as a registry fee. I also marry people, and read the Koran to Mussulmans; I have *mullahs* under me. I can read the Koran in Arabic. *Manik Shah.*

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Manik Shah.

9 June 1860.

Arabic. I have one dependent ryot and one plough and ploughman, and only two bullocks left; all the rest have died. For the last 10 or 12 years I have been in the habit of sowing three beegahs for the factory; they call it two beegahs; some years ago I got two rupees advances, and the year after I got two more. After that I received no more. I have received no payment from the factory for excess of plant. I have never received anything at all since those advances. I can't say how my account stands. For the last two years I have never been near the factory, nor has my ploughman. Last year I sent six or seven cart loads to the factory; I can't say how many bundles there were in those cart loads. Last *Agran* I set out to make my rounds to my *mullahs*, to receive my share of fees, and I returned home on the 10th of *Phalgun*.

1506. Have you sown this year, and if not, why not?—No, I have not; my reason for not sowing is, because it is a dead loss to me, and I am tired of the business. Besides, what they call two beegahs is by our measurement three. Moreover, my servants are made to plough up and down and across, and then round in a circle, and then to pick out every little clod and throw it away to a distance. They are also obliged to weed twice, if not three times. And with all their labour, if we get a good crop, we do not benefit by it. Formerly, they used to measure the plant properly; now when they see a cart coming, they make a guess, and say it is three-fourths of a bundle. This is what my servant tells me, and what I hear all round, and what I have observed myself, before the last two years when I used to go to the factory.

1507. But if this has been the case for the last 10 years or so, why is it that you have objected to sow this year?—Some of our people went to the Commissioner when on his tour, and complained about indigo, and we were told to complain to the magistrate, and in the end we were told that we need not sow by force, but if we had taken advances, we ought to sow.

1508. As you had taken advances once, why did not you sow, on hearing that?—I did not think it necessary to sow, even though I knew the penalty for not sowing would be five-fold.

1509. Are the above-mentioned the only reasons for your not sowing?—I have half a beegah of thatching grass; they cut this grass every year and don't pay for it; they also cut my bamboos, and don't pay for them also; last year they sowed a piece of land with indigo, which I had prepared for rice. It was about one beegah and 15 cottahs. Of this I complained to the dewan of the factory, and after all I got about 15 annas as rent for this plot, but I received nothing for cultivating it. Also my son last year was beat very severely by the *takidgir*, and of this I made no complaint. Beyond this I have nothing more to complain about.

1510. Have you rice lands, and can you state what yield they give?—The produce of early rice is on an average about three *solis* a beegah. The price of this would be six or seven rupees. This year it is seven rupees. Then, after the early rice is cut, I should have a crop of mustard or peas. A good yield for mustard would be about five to six maunds a beegah. Last year the price was about two rupees four annas a maund, *i. e.* in all 11 rupees 4 annas.

1511. Baboo *Chunder Mohun Chatterjee.*] Can you not tell us the exact expenses for the cultivation of a beegah of indigo, and the return of the plant?—Rent is 12 annas 9 pie a beegah. Supposing eight ploughs go to the beegah, the expense would be two rupees at four ploughs per rupee. Then, to weed a beegah requires 16 men for the two weedings, these men, at one anna each would be one rupee, but at this rate of hire it would be necessary to feed them besides, and for cutting there would be four annas, in addition to feeding them. Then there is seed at four annas a beegah, stamped paper two annas, total *Rs.* 4. 6. 9. exclusive of the feeding. An average yield is 10 bundles a beegah, which would be *Rs.* 2. 8. at four bundles for the rupee.

1512. Besides these charges are there any other illegitimate ones?—A *takidgir* demands *Rs.* 1. 8. the dewan 8 annas, and at the *poodja* 4 to 8 annas, also for road-making one anna on the rupee for every rupee of advances; in this way I paid 4 annas.

1513. You have sown for the last two years and have never been to the factory, then how and when did they take all this from you?—This year they have taken nothing; last year the *amin* and *takidgir* came to my house and took it.

1514. On what conditions will you be willing to sow indigo in future?—If the Sovereign orders us to sow indigo, saying that the State would otherwise be injured, we would; otherwise we would not sow on any account.

1515. If the planter was to agree to pay you the rent of your lands, and to charge nothing for seed, stamped paper, carting or cutting, and to require nothing from you but ploughing, sowing, and weeding, and if he were to give you a good price for the bundles, would you be willing to sow?—No, not on these conditions.

1516. If the contracts were yearly, terminable every year, and the accounts were simply cash accounts, would you be willing to sow?—No.

GADU BISWAS, Thannah Damuhuda, Zillah Nuddea, Factory Ailhans, Sinduri Concern, called in; and Examined on oath.

Gadu Biswas.

1517. *President.*] HAVE you sown indigo this year, and if not, why not?—I have sown in former years, and am quite ruined; I can't sow any more; I have two ploughs and eight bullocks, and a *jumma* of 41 rupees and 81 beegahs of land. Of this I have been required to sow 15 beegahs with indigo; the factory people call it seven and a half. We are required to plough from the month of *Aswin* to *Chaitro* and *Baisakh*. Last year we managed to sow 15 beegahs of rice lands. I have a garden and some mango, jack, and bamboo trees; the factory people are in the habit of taking them and not paying. I pay rent at the rate of 5 pice in the rupee to the planter, and 14 annas 9 pie to the zemindar; my native zemindars were Ishwur Bhattacharjya and Mudhu Bose; they do not practise extortion in the same way. My rent account with the factory is quite correct. My complaint against the factory is that they cut my mango and bamboo trees; my mango trees are cut for the purpose of making boxes for the indigo. I have never complained to the magistrate of Kishnaghur, as I could not cross the river for fear.

1518. Then

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1518. Then how have you had the boldness to come here?—The magistrate, about six weeks ago, told us that there should not be any more oppression. I never heard of any order from the Queen about sowing indigo or not sowing.

1519. If there were an entirely new arrangement, would you then sow?—Putting indigo out of the question, I would agree to anything.

1520. Will you sow indigo if you are only required to plough, sow, and weed, all the other charges being borne by the factory (rent included) and you being paid at two bundles for the rupee?—No; I will not, if I am paid at two rupees a bundle, let alone two bundles for the rupee.

Gadu Biswas.
9 June 1860.

1521. Mr. *Sale.*] How much indigo did you give to the factory last year?—About 41 bundles. There was no account made out. I got nothing.

[Commission adjourned at 6 P.M.

Saturday, 11*th June* 1860.

PRESENT.

W. S. SETON-KARR, Esq., C.S., President.

Members:—R. Temple, Esq., C.S., W. F. Fergusson, Esq., Reverend J. Sale, Baboo Chunder Mohun Chatterjee.

A. GROTE, Esq., C.S., at present Officiating Member of the Board of Revenue, called in; and Examined on oath.

1522. *President.*] YOU have had considerable experience in revenue matters as Collector and as Secretary to the Board of Revenue, and as Commissioner of a division?—Yes.

1523. As Secretary to the Board of Revenue, have you not enjoyed opportunities of obtaining information as to the facility with which the Government revenue is collected in all the districts of Bengal?—Yes.

1524. Are you in a position to state whether the collection of the Government revenue is at all facilitated by the influx of cash into a district, whether such influx be due to the operation of indigo planting or to the operation of the Government monopolies of salt and opium?—I have no doubt that the collection is facilitated, but the operation of cause and effect is not very clear from the returns made to the Board.

1525. Then you do think that in districts where there is little or no indigo cultivation, no cultivation of the poppy, or no salt manufacture, it is more difficult to collect the revenue of Government, than it is in districts where these operations are carried on?—The revenue of the district of the 24-Pergunnahs which is above 16 lacs (I mean the land revenue) in which district there is no such cultivation, is got in with the same facility as it is in Nuddea and Tirhoot, which are both large indigo districts.

1526. Does this hold good with regard to the district of Backergunge, or that of Dinagepore, or Sylhet?—As regards Dinagepore, and Backergunge, I should say certainly. In Sylhet the comparative difficulty of collecting the revenue is attributable more to the very small size of the estates there.

1527. Within your recollection, was the sale law for the realization of the Government revenue often applied in those districts, and do you recollect whether the collectors were in the habit of complaining that the revenue could not be realised without putting the sale law in force?—No; the actual sales which take place yearly in any district in Bengal, are very few.

A. Grote, Esq., C.S.
11 June 1860.

1528. Then is it your opinion that if the Government were to discontinue the manufacture of opium throughout all the districts in which it is now cultivated in Behar, the collection of the revenue would still go on with the same ease and punctuality as hitherto?—Yes, I think so; the cultivation of the poppy would be replaced by something equally sufficient to enable the landowner to meet the Government demand for its present revenue.

1529. As regards the collection of rents, do you not think that advances made or money spent on account of either indigo, opium, or salt, must facilitate the realization of their rents to proprietors in such districts?—Undoubtedly.

1530. If in any large and populated districts, the manufacture of either indigo, opium, or salt, were to be discontinued henceforth, would not zemindars and proprietors encounter difficulties in the collection of their rents?—It might be so in Hidgelee and Cuttack; for instance, the stoppage of salt advances would occasion zemindars a good deal of embarrassment in the realisation of their rents. This I can say from my own knowledge and observation. With regard to indigo or opium, I am not in a position to give so conclusive an opinion, but I think the same consequences might happen from the stoppage of cash advances on either of these articles of produce.

1531. If the salt manufacture were discontinued, would there be anything else to take its place?—No; nothing else would be produced on the land, which now produces salt, unless, indeed, after great outlay on embankments. The molunghee profession is quite distinct from any other profession, though many of them also cultivated land.

1532. But in the case of either indigo or opium, might not their absence be supplied by other products of agriculture?—Yes, of course.

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A. Grote, Esq., s. c.

11 June 1860.

1533. Mr. *Fergusson.*] Would not the withdrawal of the cultivation of these articles lead to the extension of grain cultivation and the lower sorts of produce?—Yes, probably.

1534. Would not an extension of cultivation in that direction tend to endanger the collection both of rents and of the revenue of Government?—I hardly think so; undoubtedly it is better to have various kinds of cultivation, and various sources from which to draw rent or revenue.

1535. *President.*] Do you think that if every beegah of land now sown with either the poppy or with indigo in the districts of Bengal or Behar, were placed under another sort of cultivation, such as the cereals or pulse, the result would be a glut in the market?—No; I don't think so.

1536. Do you think, in that event, that the increased amount of these products would be easily consumed in the home market?—There would, I think, be an ample demand for them, but the present high prices would, of course, come down.

1537. Mr. *Sale.*] As far as the security of the Government revenue, and the facility of collecting rents are concerned, is it not desirable that the greater portion of the lower provinces should be sown with the less precarious crops?—The less precarious the crop, the more certain is the zemindar of recovering his rents, and the Government their share of them as revenue.

1538. Mr. *Fergusson.*] In the district of Nuddea, is not the cultivation of rice almost as precarious as that of indigo?—In some parts of Nuddea, the early rice crop is precarious, inasmuch as the success of the crop depends on the contingency of rain at particular times. The crop is hardly as precarious as that of indigo.

1539. *President.*] Has it not been brought to the notice of the Board of Revenue, that in consequence of high prices in the Behar and Benares provinces, a considerable portion of the cultivators of the poppy have thrown up that cultivation?—Yes; and it was found necessary to raise the price of the crude opium four annas per seer, *i. e.*, from three rupees four annas to three rupees eight annas last year, and from that to four rupees this year. But the price had been as high as three rupees twelve annas, about eight years ago, (1850-51, I think) and it had been reduced in order to contract what was thought to be too extensive a cultivation.

1540. Mr. *Fergusson.*] Do the Government make advances to the cultivators of the poppy, yearly, and do they do so in all cases?—In all cases.

1541. Have the Government given any increase of rates to the molunghees, or salt manufacturers, within the last three years?—The rate was lower than it now is, when I was Junior Secretary to the Board, some eight years ago, but the increased rate was given some five or six years back. There has been no increase during the last three years.

1542. Is it customary for Government to make advances to the molunghees or manufacturers of salt yearly, and in every case?—Yes; to commence the manufacture, an outlay is necessary for pots, fuel, and also for labour, for which they must be provided with funds; advances are made in all cases.

1543. *President.*] Can you state whether the molunghees, through their various agents, were in the habit yearly of demanding a higher rate of remuneration, say, an anna or two, on the maund, and with what result?—I am not sure whether any complaints have been made lately; the practice in the department is, in the beginning of each season, for the Board to fix what is called a *taidad, i. e.*, the quantity of salt which it is expedient to make in the year; if a larger quantity than usual were to be required, the price per maund might probably have to be raised, but the quantity producible would, of course, depend on the capabilities of the agency.

1544. As Collector and Commissioner, you are necessarily familiar with all questions relating to the rights of middlemen, sub-proprietors, and small tenant proprietors?—Yes.

1545. Is it, or is it not, within your experience that in many districts in Lower Bengal, many of these rights are enjoyed by persons who hold at fixed rents, who possess more than a mere occupancy in the soil, and can sub-let, transfer, or otherwise deal with the rights as they please?—Yes; a great many.

1546. Is it not the fact that many of these rights are constantly put up to sale for arrears of rents, for decrees of the civil courts and so forth, and are eagerly sought after by zemindars, planters, and others, who have the superior rights?—They are frequently put up for sale, but I can't say whether they are often bought by planters; my impression is, that when they are put up for sale, they are generally bought up, if possible, by the zemindar or decree holder, but they are open to purchase by anybody.

1547. Mr. *Fergusson.*] Is the object of the zemindar in buying them to cancel the tenure?—Generally; at least I presume so.

1548. *President.*] Is it within your knowledge and experience that *jummas* and right of sub-proprietors are constantly purchased by parties who either wish to establish a footing in a village where they have no rights, or who wish to retain that footing, after a lease of the superior proprietary right has terminated?—I am not aware of purchases being made with that object, but I think it is very likely that they are so made.

1549. Have you never known cases in which powerful zemindars have purchased *jummas* within the zemindary of an opponent, either in their own names or in the names of their dependents, to serve their own purposes?—Such cases have been reported to me as Commissioner of Police, and disturbances have been traced by the magistrate to such causes, but it is only in this way that I should hear of them.

1550. Mr. *Fergusson.*] Are such fixed rights as are above referred to, determined on a sale of Government for arrears of revenue?—Such rights would be liable to be challenged by the new purchaser, but if of a date anterior to the settlement would be protected by a special provision of the sale law.

1551. Has not the tendency of recent legislation been to consolidate and protect these rights?—Certainly; the provisions of Act X. give the ryot ample protection.

1552. And will not the provisions of that Act, especially the sixth section, tend very much to increase the number of rights of permanent occupancy?—It will, certainly; not however of such transferable tenures as those referred to above, of which the rents are fixed.

1553. *President.*] Under the new law (Act X. of 1859) is not an award of an actual sum of money claimed as rent, final, up to 100 rupees, when made by the collector?—Yes, unless a question

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tion of right is raised. In this case it would be appealable to the judge, but if between two parties, one of whom admitted liability, it would be final.

1554. But if one person sued another for a sum of money, not rent, in any civil courts in the country, would an award of even one rupee be final?—No; not final.

1555. Suppose a case of money payment was decided by a moonsiff or sudder ameen, there would still be an appeal to the principal sudder ameen or judge?—Yes.

1556. And, after the appeal as matter of right had been heard, would there be anything to prevent a dissatisfied or litigious person from attempting to get his case admitted in special appeal before the Sudder Court, thereby causing additional delay and vexation to the other party?—There is nothing to prevent the attempt being made.

1557. Might it not then happen that a party sueing for rent up to 100 rupees should obtain a final decree capable of speedy realization, before one court, that is the collector, while the same party sueing for one-tenth of that sum on a bond, might not obtain a final answer till his case had been before three successive courts?—Yes; it might happen frequently.

1558. On the whole, within your experience, are you in a position to state whether the rights of tenant proprietors and of occupants of the land were entirely obliterated, or only partially obliterated, or were inadequately protected until recent legislation?—They were inadequately protected in practice until Act X. was passed. I have no doubt that a great many tenures have succumbed in the natural struggle between landlord and tenant; though many again have survived; the success of the struggle would depend mainly or in a great measure on the determination shown by the tenant.

1559. But if a landholder wished to take land to build a factory, or to establish a *hawt* or for any similar purpose, would he not, however influential, naturally have recourse to getting possession of the tenant's rights by *potta* or otherwise?—Probably he would; at all events he would be bound to do it where the ryot had a right of occupancy. He might make arrangements with the latter by giving him land elsewhere. If in such cases he took possession without making any such arrangements it would not be by any custom, having the force of law, but by illegal violence and brute force.

1560. Mr. *Fergusson.*] Is not a tenant right to perpetual possession of small holdings at a fixed rate of rent one of the greatest possible bars to industry and improvement that can take place in any country?—No; I should not think so.

1561. *President.*] Are you aware that a good deal of increased date cultivation is due in Jessore and in other districts to the exertions of head ryots and substantial small proprietors?—Yes, I believe so.

1562. Were you Commissioner of the Nuddea Division for a considerable portion of the years 1857-58 and 59, and did you make your annual tour through the districts under you, viz., Nuddea, 24-Perguunahs, Jessore and Baraset?—Yes; in 1857 and 1858; my *locum tenens*, not myself, made the annual tour of 1859.

1563. Did you perceive, in any of those years, any increased dislike to indigo cultivation on the part of the ryot, and if so, will you state what form of expression such dislike took?—No; I did not notice any increased dislike.

1564. Did you notice any dislike at all, or were any complaints preferred to you by the ryots against any parties?—I don't recollect any complaints being preferred during that period; there has always been a dislike to the cultivation within my experience as Commissioner, which dates from 1855.

1565. From what causes within your knowledge does the dislike you mention proceed?—It has always been alleged as a cause of dislike to the cultivation that it is not remunerative.

1566. During those years were any special reports made to you by any of your subordinate magistrates as to the dislike of ryots to indigo or of the conduct of planters to ryots?—General reports were called for in 1856 by Government, as to the causes of disputes during the sowing season, and in those reports the magistrates entered a good deal into the question of the relation between planter and ryot. Those reports are all published.

1567. Did you record your opinion on the proposal to revive parts of Regulation V. of 1830, and if so, what was the nature of your opinion?—At the time of making those reports I don't think that there was any proposal in agitation to revive that law, and I don't think that in my report I gave my opinion specially on that point, but I reported generally in favour of a summary measure for the settlement of disputes between planters and their ryots.

1568. With your knowledge of what has taken place, are you still of opinion that such a summary law is requisite?—Yes; I am in favour of a summary law, and I think that the re-enactment of the provisions of Regulation V. of 1850 would be sufficient.

1569. *Mr. Temple.*] How would you propose to arrange the registration of these contracts, especially in the cases of concerns where the ryots were very numerous, in some cases, perhaps several thousands in number?—I think that the sub-divisional agency now generally given to the magistrates would be sufficient. If more agency were required, I think the agency of moonsiffs might be employed.

1570. Do you think there would be any difficulty in identifying the ryots, or in preventing false impersonations?—Not more than there is when parties ordinarily attend to execute powers of attorney, or to register deeds in the Register's office, or on any other occasion on which personal identification is necessary.

1571. Mr. *Fergusson.*] But would not one difficulty consist in this, that all these contracts in great numbers would have to be registered and attested during the same season of the year and nearly about the same time; or do you think the registration might be spread over a considerable portion of the year?—Where a voluntary system prevailed, I think the registration need not be confined to one season, certainly it would not be so necessarily.

1572. *President.*] Then, in advocating this summary law, do you hold that the engagements are now voluntarily entered into by the ryots?—No; I can't apply the term "voluntary" to the practice which is reported to have prevailed hitherto.

1573. Then what particular state of things did you contemplate when you advocated a summary law?—Purely voluntary contracts.

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A. Grote, Esq., s. c.

11 June 1860.

1574. If hitherto you do not suppose the contract to have been voluntary, how do you propose to test the free agency of the ryot?—If the contracting ryot would come before an officer of the Government and consent to registration in any shape, I should infer that he voluntarily entered into the contract.

1575. Mr. *Temple.*] Then we are to understand that you would have no exercise of the summary law, unless there had been previous registration?—Yes.

1576. Mr. *Sale.*] When the planter happens to be a zemindar, do you think that with the present numbers of sub-divisions, the Government can so protect the ryot as to secure his position as a free agent?—I think so, with an efficient officer at the head of the sub-division.

1577. Mr. *Temple.*] Supposing the ryot has been heretofore cultivating indigo unwillingly, by what means do you believe he has been induced or coerced to carry on the cultivation?—There has been a combination of causes; first, the advantage of having cash advances at a convenient time; secondly, it has been the custom to grow indigo for many years; and the personal influence of the planter has no doubt operated strongly.

1578. Has the ryot enjoyed any collateral advantages in compensation for the trouble of sowing indigo?—Yes; I think he has, in many cases; such as protection from *mahajans* and zemindars, loans, &c.

1579. Have you any positive reason to believe that force or coercion has been frequently employed to compel the ryot to sow indigo?—I have reason to believe it from incidental mention of it in reports from magistrates, and from what I have learnt in conversation.

Baboo BIJOYO GOVINDO CHOWDHARI, Residence Tanti Bundu, Thannah Pubna, Zilla Pubna, called in; and Examined on oath.

Baboo *B. G. Chowdhari.*

1580. *President.*] HAVE you zemindaries or factories in your possession?—I have zemindaries. I had formerly two factories, which are now closed. I pay 40,000 rupees revenue to Government in Pubna; a very small amount in Furreedpore and Bograh, and about 10,000 in Rajshahye.

1581. Have you had any thing to do with planters?—Yes; I have had to give them leases.

1582. Baboo *Chunder Mohun Chatterjee.*] At what bonus have you given leases, how and when?—I have given one to Messrs. Watson & Co., of the Dihari concern (manager, Mr. James Phillips); I gave my own share of the zemindary amounting to 4,000 rupees; I don't remember the amount exactly, but I get from 400 to 500 rupees bonus. Also to Messrs. Gordon, Stuart & Co., of the Dobrakole concern (manager, Mr. Stephenson). I gave a lease of about 1,000 rupees *jumma* and a perpetual *jote* of 200 rupees.

1583. Did you willingly give these leases to these gentlemen?—I willingly gave the first lease to Messrs. Watson & Co., but the other I did not. Mr. Stephenson brought a complaint against me in the criminal court, that I had burnt the houses of his *Boona* coolies and had plundered his office. I was personally summoned to appear before the magistrate. I applied to be heard by my regular agent, but this was refused. The magistrate, Mr. Morris, told my agent that I had better make it up with the planter, otherwise it would not be good for me. Accordingly, I was obliged to negotiate with the planter. I had formerly given him a lease of 1,000 rupees, which had just expired, and then came on the criminal case. The planter required the renewal of the lease for five years, and a perpetual lease of a *chur* on the river *Podda*, of which the rent was, some at four annas, and some at eight annas a beegah, and some at one rupee for the homestead of ryots established on it. When I consented to their terms, the case was ended by *razinama* on the part of the factory. I got no bonus for this.

1584. Did that case cost you any money?—Yes; it cost me about 2,500 rupees. I had to send my agent to Calcutta to have the proceedings translated and to get counsel's opinion, besides my mofussil expenses. I likewise had to pay 200 rupees to the dewan of the factory of Sujal Nuggur.

1585. Mr. *Fergusson.*] Were the coolies' houses really burnt down and were the offices plundered?—My belief is, that the *Boonas'* huts were burnt down on purpose, and the charge laid to my doors. There was no plundering of the offices. This was done a year ago; in 1859.

1586. Had you or your people nothing to do with it?—Nothing whatever.

1587. If you and your people were so perfectly innocent, why did not you allow the case to go on in the magistrate's court?—When the magistrate threatened my agent, I thought it was best to compromise the case, as I was afraid of unpleasant consequences. I thought that if I was put into prison by the magistrate in person, it would take me two or three months to get an appeal heard. I know I might have been admitted to bail, but mere going into prison for four or five days involves loss of respect.

1588. Then, however innocent you might be, you had no confidence that you would obtain justice in the magistrate's court?—If I had confidence, why should I have compromised the case?

1589. Baboo *Chunder Mohun Chatterjee.*] Have you any thing else to complain of?—The factory made an attack on my cutcherry and plundered it. The magistrate came in person to investigate it, and he took up his quarters in the Bhowdanga factory, where an European assistant was living. The magistrate did not pitch his tent. He held cutcherry in the house for three days. My agents and witnesses were not allowed to go into the house by the factory servants, as the factory held possession. At last, the magistrate sent one of his own orderlies to bring my plaintiff and his witnesses. The magistrate then returned to Pubna and dismissed my case, and punished the complainant as for a malicious complaint, with six months' imprisonment and 20 rupees fine. I appealed, and the sentence was reversed, and the fine returned by the judge of Rajshahye.

1590. Have you had any other dealings with any other factories?—I have given a lease of some of my zemindaries to the Belnabari concern. This lease I gave willingly, and for it I got a bonus. The lease was of 18 or 19 villages. There was no trouble about this. The lease has been twice renewed for periods of five years each. For the last year or so the planter has been sowing by force on lands of men who had not entered

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489

entered into contracts with the factory, and for the lands occupied in this way, he pays no rent, and forcibly employs the ryots to work and does not pay them, either for work or ploughs, and on this account there have been disputes in the criminal court. Several of the ryots have absconded, and when I recover the villages two years hence, I may find it difficult to collect my rents.

Baboo *B. G. Chowdhari.*

11 June 1860.

1591. Mr. *Fergusson.*] Will you be prepared to renew the lease at the expiration of the term?—I can't say what I may do two years hence, but at present I would not.

1592. But you complained in your last answer of your not getting your rents; if the planter offers to renew the lease and give you your full rents, what objection have you?—No; the same process will go on at the expiration of that next period; and I shall be left with the bare soil.

1593. When you renewed the lease of this land in former years, did you get an increased rent and a bonus?—The rent was the same, but I always got a bonus, the amount of it I don't remember.

1594. Is it not as injurious to the leaseholder as to the zemindar to drive away the ryots?—If the ryots are entirely ruined and they leave the place, then both will be sufferers; but if there remain a small number of ryots, the leaseholder planter will still get his work done and be no sufferer.

1595. Have you had any further dealings with any other planters?—Yes; I had two annas' share of a village, in which Mr. Kenny, of Salgurmudia, had 10 annas, and two small taloukdars had the remainder. Mr. Kenny, or his manager of Mirpore, got these last shares from the small proprietors in *putni*. I refused to give out my share. The planter offered me only 10 per cent. on the Government revenue. Now, as my revenue is only 150 rupees, and as my mofussil collections were about 450 rupees, out of which I had to pay 60 rupees expenses of collection, leaving 240 rupees profit, I did not consent. The Sahib now forcibly takes possession of my rents. When I return to Pubna, I mean to sue in the collector's court.

1596. *President.*] Have your ryots ever said anything to you about granting leases to the factory or not granting them, with a view to the protection of their own interests?—The ryots of Bhowanipore and other villages in Mr. Stephenson's concern have preferred requests to me, saying that they would willingly enhance their rents four annas on the rupee if I would not give the lease; but, for the causes previously stated, I did not like to comply.

1597. When the lease to the Dihuri concern expires, do you think you shall renew it?—Yes; I think I shall, because I am friendly with the party, and they treat the ryots well; but I shall not in the case of the other two.

1598. What caused your own two factories to be shut up?—They were on the banks of the River Podda, and were washed away, buildings and all.

1599. When they were in existence, what was the amount of your cultivation?—About 2,000 beegahs for the two. This was during my father's time.

1600. Is it the practice in zemindaries to take extra sums from the ryots on occasions of marriage, on the weaning of a child, or at the time of religious festivals?—The zemindars invite the ryots to be present on such occasions, and give them a feast, and the ryots come, and, according to their means, give one or two rupees, and some even 10 rupees. Ryots do not come on these occasions in my zemindary from further than a day's journey; *i. e.*, 10 *kos* on the outside.

1601. If a zemindar got a *khillat* or a title from Government, would the ryots make him presents?—No; he would be more likely to give them alms. I have heard that on the occasion when the Dighaputti Raja received his title, he did this.

1602. Mr. *Fergusson.*] Are you a member of the British Indian Association?—No, I am not.

1603. Mr. *Sale.*] Have you any home farm in cultivation by your own ploughs and servants?—Yes; I have eight ploughs and 32 head of cattle, some of which are buffaloes. On these lands I grow early and late rice, peas, vetches, mustard, linseed, barley, and wheat.

1604. Baboo *Chunder Mohun Chatterjee.*] What would a beegah of early or of late rice give in a year?—I could not tell without asking my servants.

KADIR BISWAS, son of KHAS MULLICK, Inhabitant of Bidamari, Thannah Hardi, Factory Goldar, Mussulman, called in; and Examined on oath.

K. Biswas.

1605. *President.*] HAVE you sown this year, or has there been a case instituted against you for breach of contract?—No, I could not sow indigo, on account of the oppression which lasts from the commencement of *Kartik* to the end of *Baisakh*. We are obliged to cultivate, and if by any chance we get away for a day or two, the *amin* and *takidgir* are at us. After the indigo is sown, we are given from 15 to 20 days to sow our own rice; but as that land has been left neglected for so long a time, we can't clear it sufficiently for the rice to grow properly. After that, we are called upon to weed the indigo three times, and we can't get time to weed our rice. Then, besides this, there being no establishment of ploughs in the factory, our ploughs are taken for the *nij abad*, and are not paid for; and we are also called upon to weed and cut the plant of the factory. Also I have a beegah or two of thatching grass, which is taken to the factory for thatching purposes, and is never paid for. Such grass land produces five rupees a beegah, and requires no cultivation; you have only to leave the land alone. There are no bamboos in our villages; but there are *babul* trees, which they have cut down; I don't know for what purpose. Last year they cut down 25 *babul* trees of mine; I never complained, for I could not get away. These are my reasons for not sowing this year. A suit has been instituted against me, but no decision has been come to.

1606. Have you heard anything of any orders not to sow indigo?—The magistrate came into the Mofussil in *Phalgun* last, and told us that those who had entered into contracts should sow; but those who had not, need not. I have never signed a *kabulyat*. I have sown all along by compulsion.

1607. In other years, how many beegahs did you sow with indigo?—I sowed what they called five beegahs and I call 10. I have 20 rupees *jumma* at two and a half beegahs per rupee of rent.

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K. Biswas.
11 June 1860.

1608. Mr. *Sale.*] Who is your zemindar?—The factory has 12 annas in *putni*, and Shamachurn Baboo, of Belgachia, the zemindar.

1609. Does the factory exact any more rent from you?—No, there is no more oppression in the matter of rent.

1610. Do the *amin* and *takidgir* and other servants commit any oppression?—I have to give five rupees a year to the *amin* and *takidgir*, two to the dewan, and one to the *mohurir*. If I ever go to complain to the *sahib*, the dewan tells him that, if he listens to the complaints of the ryots, he won't get on.

1611. If any third person beat or oppress you, do you not get redress from the planter?—Yes, on such occasions we do; *i. e.*, when the *sahib* takes the matter in hand, we get justice; if the dewan does, we don't. The *sahib* sits some days to do justice.

1612. Mr. *Fergusson.*] Have you borrowed any money from the *mahajan*?—Yes, about 100 rupees, from Dokaori Baboo, a Brahmin.

1613. *President.*] How came you to be in debt to such an extent?—It was all on account of the indigo, as I had no time to cultivate my rice lands. I shall not be able to clear myself this year.

1614. Mr. *Sale.*] Do you never borrow from the factory without interest?—No, I never asked for such a loan.

1615. Mr. *Fergusson.*] Did you give a bond to the *mahajan*?—Yes, when I first borrowed; without a bond, *mahajans* don't advance.

1616. Is there a fresh bond given every year?—No; we make up accounts every year, and write at the back of the bond what is paid. When the whole is paid up, the bond is torn across or destroyed.

1617. Did you ever hear of a ryot paying up his debt to the *mahajan*?—Yes.

1618. Mr. *Sale.*] Has anybody in your village recently paid off a debt to the *mahajan*?—No; we are all in debt in our village.

1619. Were you paid for the indigo you delivered last year?—No, I got nothing: and the *gomashta* tells me that I am not credited with anything in the factory books, nor in the rent accounts.

1620. *President.*] Would you be willing to sow indigo again on fair terms?—No.

ADU JOTEDAR, Inhabitant of Bagurkhal, Thannah Hardi, Zillah Nuddea, Factory Goldar, called in; and Examined on oath.

A. Jotedar.

1621. *President.*] WHAT *jumma* have you, and what do you sow with indigo?—I have 10 rupees *jumma*, and when the village was resumed, I had only 10 cottahs to sow with indigo. Now it is increased to a beegah. I have 10 beegahs of land rented at one rupee a beegah. Last year I did not produce any crop; my land is alluvial deposit, and got submerged. Also last year the planter broke up one beegah of my mulberries, and those of other ryots amounting to 15 beegahs, and the year before that they uprooted some date trees.

1622. Did you sow this year, and if not, for what reason?—To the right and left of me nobody sowed, so I did not sow either. I also heard that those who were under contracts ought to sow, and those who were not need not sow. I had entered into no agreement; I have all along sown by compulsion. The order of the *amin* is fourfold worse than the order of the *sahib*. It is no use complaining to the *sahib*, because the servants tell him that, if he listens too much to the complaints of the ryots, he will get no indigo.

1623. Has there been a suit against you this year for breach of contract?—No; but there are suits right and left and all around me, and so I came here, thinking it would be best for me.

1624. Are you in debt to the *mahajan*?—Yes; I owe him 10 rupees; I shall pay him off this year by selling one head of cattle. I shall be able to get 10 or 12 rupees for it.

[Commission adjourned at 6 p. m.

Tuesday, 12th June 1860.

PRESENT.

W. S. SETON-KARR, Esq., C. S., President.

Members:—R. Temple, Esq., C. S.; W. F. Fergusson, Esq.; Reverend J. Sale, Baboo Chunder Mohun Chatterjee.

Reverend JAMES LONG, of Calcutta, Missionary of the Church Missionary Society, called in; and Examined on oath.

Rev. J. Long.
12 June 1860.

1625. *President.*] WILL you state to the Commission what opportunities you have had of ascertaining the feelings and habits of the lower orders, both in districts where indigo is cultivated and in districts where it is not?—I have not lived in indigo districts, though I have visited many; and have received much information on the subject of the indigo *ryotti* system from indigo planters and others; my two main sources of information have been, mixing much with natives of all classes, both in Calcutta and in the villages, some of whose interests are mixed up with indigo cultivation; as also from having been a regular reader for the last 16 years of the vernacular newspapers and periodicals, which constantly treat of the subject of indigo cultivation. This subject has been forced on my attention in connection with the questions of the education of the masses, and of the creation of a body of intelligent peasantry, in inquiries into the effect of English influence in attaching natives to the Government, and setting a Christian example; Missionary preachers, even in Calcutta, are sometimes met with a remark, "Why do you not tell your countrymen, the indigo

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489

indigo planters, to be less oppressive; go, preach to them first." And I have frequently heard even boys in Missionary schools say, "Why are your Christian countrymen as bad as we are, and yet you say your religion is better than ours."

1626. In your reading in connection with the vernacular press and your conversation with all classes, have you noticed many facts which might lead you to think that the lower orders of Bengalees have lately adopted more independent habits of thought?—Yes; I have seen it very much of late in connexion with the rise of prices, and the increased value of labour, thus enabling the natives to be, to a certain extent, independent of the Europeans; and, I believe, it has had much to do with the immediate causes of the opposition to indigo planting. It will not cease here, but will, I believe, have a very important social influence on the mass of the people, freeing them from a slavish feeling, and showing them that they can, in various cases, declare terms to the Europeans. The mutiny has also roused the native mind, and has made the people feel that they have some power. I would mention one illustration of the effect of the rise of prices that is now felt, namely, the difficulty experienced for some time in the Kishnagur district in getting boats at a reasonable rate of hire to come to Calcutta; many boatmen have abandoned this occupation and have devoted themselves to labour, which gives them a higher rate of wages; such as on railway embankments, which is paid at a very high rate. But my own inquiries and duties have brought two causes prominently to my notice, as conducing to independence of mind among the masses; first, English education, happily spreading in the country among the natives, is giving them a sense of freedom, leavening their minds with a regard to a sense of justice, and imparting to them an English tone of revulsion against oppression. It is also welding the natives of the different Presidencies into one patriotic mass, with a community of feeling on Indian subjects. Thus a native of Calcutta, on a recent visit to Bombay, was enabled to address numbers of Parsees and Guzeratics in English; though they knew nothing of each other's vernacular. A pamphlet was published by a native in this city some time ago in English, and was reprinted by his countrymen in Madras, and circulated widely. Madras and Bombay, like Calcutta, have newspapers in English, conducted by natives, and advocating the views of educated natives. This influence is radiating downwards. The substance of those newspapers and pamphlets in English are being communicated orally, or by means of translations to the masses of the people. The vernacular press is rising into great importance as a genuine exponent of native opinion, and it is to be regretted that the European community pay so little regard to its admonitions and warnings. It is the index of the native mind. In 1853 I visited Delhi, Agra, and Lucknow, and particularly examined the statistics connected with the vernacular press in the Upper Provinces, and I remember the impression with which I left Delhi, after I had been through its lanes and gullies, exploring the localities of its vernacular presses. I felt then very strongly how little the Europeans of Delhi and other cities were aware of the prodigious activity of the vernacular periodical press, and the impression it was evidently producing on the native mind as tested by the avidity with which books, treating on native and political subjects, were purchased. The progress of the vernacular press in Calcutta may be thus shown:—

Rev. J. Long.

12 June 1860.

Works printed for sale were:—

In 1826	- -	8,000
In 1853	- -	300,000 copies.
In 1857	- -	600,000

Social questions occupy much of the attention of the vernacular press; thus the controversy on widow marriage gave rise to 25 different publications in Bengali. The subjects of early marriage and female education have also been amply discussed. The agri-horticultural Society of Calcutta has deemed it worth its while to publish a volume on agricultural subjects for the ryots. A native, under the soubriquet of a "Tekchund," with the wit of a Dickens or a Molicre, has exposed the evils of spirit drinking, female ignorance, and Young-Bengalism, among his countrymen, and his works have met with a large circulation. Next, Bengali newspapers, such as the "*Bhaskar*" and "*Probhakur*," are circulated widely even as far as the punjab, for wherever Bengalis go (the Bengali, like the Jew, is a wanderer, and is to be met with in every part of Northern India) they keep up a correspondence with each other in their own language and read their native papers. Thus on a visit to Benares, three years ago, I was in a part, called the Bengali-tolli, inhabited almost entirely by Bengalis, who used the Bengali language. Two Bengali newspapers were printed there. These Bengali newspapers have mofussil correspondents, who give them the news of the district, and to each Bengali newspaper is attached a translator of English newspapers; hence the native mind is much more familiarised with political movements both in Europe and India, than the Anglo-Indian commonly imagines. I take up the *Bhaskar* of last Thursday as a specimen of what is ordinarily given in a Bengali newspaper: there is an editorial on the income tax, in which the policies of Lord Auckland, Lord William Bentinck, Lord Hardinge, Lord Dalhousie, and Runjeet Sing are reviewed; then an editorial on Lord Clyde's leaving India; then an article on Sir Charles Trevelyan, and on the Raja of Burdwan; then news about China, and about the Indigo Commission; the price currents, Assam steamers, Sir George Clerk, Gwalior, Onde, and Lady Canning. A Bengali paper is also published in the remote district of Rungpore; the last number, for instance, contains offers of prizes for vernacular essays; an editorial on the Moslem rule; the Rajah of Kooch Behar's movements; the Indigo Commission, and an article on gas. The amlas of the courts, the state of the police, the character of magistrates, are constant subjects of criticism in those papers. I remember reading 16 years' ago, a series of powerful articles in the *Bhaskar*, exposing with the most caustic wit, the abuses of the courts. Now, to my certain knowledge, indigo planting has been for the last 16 years the subject of incessant attacks in those native newspapers, and the opinion of those papers filters down to the mass. News is spread among natives through channels which Europeans know little of. Thus, at the period of the mutiny, the bazaar had often anticipated the Government in political information. I beg to hand in, in illustration, a translation from the *Som Prakash*, of 21st May 1860, an able weekly journal published in Calcutta, of an article headed "The sense of Religion of the Indigo Planters." In this and other papers, which I hand in, I do not hold myself responsible

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Rev. J. Long.

12 June 1860.

for the opinions, but merely give them in as an expression of native opinion. I also submit a translation of the "Native Friend of India, Bharut Bundhu." Another source of ascertaining native opinion, are popular songs; songs have a powerful effect among Bengalis, and are used for religious and other purposes with great success, justifying the remark of Burke, "Give me the making of the ballads of a nation, and I will give you the making of the laws." I beg to submit a pamphlet published in Bengali and widely circulated, called "The oppressions of the Indigo Planters;" it contains songs which have been sung far and wide among natives, and set to music. The drift of some of those songs is the following: that the interest on the planter's advances accumulates for three generations; that though the people sell their *pottas* (leases) they do not cross the Ganges, *i. e.*, get free from the planter; that when the planter first applies to the ryot to sow indigo, he comes like a beggar, but at last he makes grass to grow on the ryot's bones; the indigo planters come in like a needle, but go out like a ploughshare, and are desolating Bengal like flocks of locusts; the king looks on while the subjects are drowned—all is gone—to whom shall we apply but to Almighty God? Should we shut our eyes at night, we see the white face before us, and through fear, our lives fly away like a bird; our souls are burning in the strong flames of pain. (*Translation and original handed in.*) Another source of ascertaining native opinion, are native meetings. The Hindoos are fond of dramatic exhibition, or *jatras*, which abound in wit and ridicule. In these the evils of *Kulin* polygamy are held up to contempt; nor do the defects of Europeans escape attention. A friend of mine was present at one of these meetings some two years ago, when the European was brought forward for ridicule with his slang terms of "cursed nigger," "stupid ass." Indigo planting is also occasionally the subject of ridicule in these meetings. I can assure the Commissioners, that no language can depict the burning indignation with which indigo planting is and has been regarded by the native population. It alarms me seriously for the future peace of India, unless an equitable adjustment of the question is made. Some how or another a feeling is arising in rural districts and spreading through the country, that the Government and officials wink at a system of oppression on the part of planters, more ruthless, the natives say, than any in *Moslem* times. In connexion with this, the notion has long been established in the North-West Provinces, but is now spreading in rural districts in Bengal, that the French and Russians are anxious to get a footing in India, and of late natives have repeatedly said, How can we do worse under any foreign government? They see the magistrates and deputy-magistrates, when sent to adjudicate disputes between the ryots and the planters, becoming in various cases the guests of the planter while the case is pending; nor is this feeling against indigo planting confined to the natives of Bengal, or to the lower orders. Various educated natives are aware that the French press has brought forward the indigo planting system as a blot on English administration. I myself, at the beginning of the mutiny, read a pamphlet published by one of the courtiers of the king of Oude, in which he argues that the indigo planting oppression is as great in Bengal, as any system of oppression that has been alleged to be practiced by the king of Oude; and that if the king of Oude is to be deprived of his kingdom on account of the oppression practised in his territories, the English Government ought also to be deprived of Bengal, on account of the indigo and other oppressions they wink at. Feelings existing among the people in Bengal, can be orally communicated to the people speaking the Hindi and Maharatta languages, cognate tongues; I found myself, while at Benares, that I could make myself soon understood by the Hindi speaking population, in consequence of the affinity of the languages.

1627. Do you consider that the newspapers and pamphlets to which you allude, have any circulation in the indigo districts, or say beyond 30 miles from Calcutta?—Of late years they have had; I calculate that though native papers have a limited numerical circulation in the Mofussil, yet each paper is probably read by from five to 10 natives, and the information in it is orally communicated to a far wider sphere. There are hundreds of Bengali book hawkers employed, who gain their livelihood by selling books, pamphlets, and almanacs, in various districts. I myself have sent a book hawker out for the sale of useful Bengali works in the Hoogly district, and was surprised at the success he met with. In one case the natives had subscribed for a Barrowari Pooja, but on my sending them useful works, they appropriated one-half of the money collected for the Pooja to the purchase of these works.

1628. Mr. *Sale.*] You have stated that a Bengali paper would be read by five or 10 persons; should a number of the *Bhaskur* go into the zemindary cutcherry, do you not think it would be read by a much larger number?—Yes; and in such cases it is the practice of Hindoos to have one person at night to read to a large number; and the power of communicating information orally, is a well-paid profession among a class of Hindoos called *kathaks*. I have been present at an assembly where 300 males, and more than 100 females behind the *purdah*, were listening to an eloquent discourse in Bengali by a *kathak* for one hour and a half; and during that time, the attention was so profound, that the dropping of a pice could be heard. Nor are the popular songs of Bengalis sung at these assemblies always confined to subjects of love and religion, they occasionally touch on politics; for instance, on the appointment of indigo planters as honorary magistrates, strong feelings of indignation were excited among natives, but especially among ryots. A common remark was, *je rakhak se bhakhak*, the man appointed our protector is our devourer; or, in the language of English-speaking natives, the wolf is appointed the guardian of the flock. This remark was made to me frequently; those feelings found vent in song. I heard one of these songs condemnatory of planters as magistrates, set to music, and sung with enthusiasm by a band of native singers in the Kishnaghur district. (*Translation put in.*) I have mislaid the original.

1629. *President.*] Are we to understand, then, that from the vernacular publications you have been in the habit of perusing, as well as from conversations you have had with natives, the dislike to indigo cultivation is not of recent origin?—To my certain knowledge, the vernacular press has for 16 years at least, been assailing the evils lately expressed by the ryots. In a visit I made to Kishnaghur in 1842, I found the same complaints

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complaints as are now made; and in a correspondence I had in 1844 with a Kishnaghur missionary, the same objections as others lately brought forward, were then urged by him.

1630. Do you recollect the precise nature of those complaints?—Such as, "The ryot is caught in the planter's net, and from 20 beeghas, even in a good season, the ryot could not make more than 15 rupees; he then becomes plunged into debt, and eventually becomes a perfect slave to the indigo planter, not being able to liquidate his debts."

1631. But, in your visit in 1844, do you recollect any precise complaints being made to you, not by third parties, but by the ryots themselves?—I was not then sufficiently acquainted with the language to get direct information from the ryot; but I heard only one opinion, which was, that the system was oppressive, and the source of much secret discontent among the ryots.

1632. Can you state in what subsequent years you have paid visits to Kishnaghur?—I visited Kishnaghur generally, on an average, once a year, having to go to the district every 18 months to a missionary conference; and I never heard anything but one loud and unanimous voice condemnatory to the *ryotti* system of indigo planting. This I heard from missionaries and natives.

1633. On the occasion of these visits did you remain at the Sudder station, or did you go into the interior?—I generally went into the interior.

1634. Mr. *Fergusson.*] Are you aware that exactly the same complaints were made 50 years ago?—It is impossible now to ascertain, because the English papers of that day, which I have consulted, but of which very few now remain, were in the interest of the great mercantile establishments, and like the Anglo-Indian press of the present day, carefully suppressed all facts reflecting discredit on the English; while it is only 40 years since the vernacular press, under the auspices of Ram Mohun Roy, started as a power in the country.

1635. Mr. *Temple.*] Did you ever see the statistical reports of Dr. Francis Buchanan on the districts of Dinagepore, Rungpore, and Purnea?—I have carefully studied them as some of the most valuable statistical documents that have ever been published; but I understand that Mr. Montgomery Martin, the editor, has not published all in full.

1636. Mr. *Fergusson.*] But there was a copy of the Dinagepore Report published in Calcutta, which is accurate, and which contains the remarks on indigo to which I refer, and in which it is stated that the complaints are consequent on the dishonest and fraudulent nature of the natives; do you not recollect that report?—Yes, but at the time when those reports were compiled, indigo cultivation was only about 20 years established by Europeans, and competition in the trade was not likely at that early period, or 1805, to have led to the results of later years.

1637. When you were on your visit to the Upper Provinces did you inquire into the system and practice of indigo planting there?—I did, in connexion with inquiries I made as to why, in the Benares district, a security of tenure was given to the ryot under the permanent settlement, which did not exist in Bengal and Behar. I received much information on the subject from Mr. E. A. Reade, and he, having thoroughly studied the question, informed me that the security of tenure obtained for the ryot by Jonathan Duncan gave the ryot great power of protection against the planter or the zemindar; I was told, also, that the Benares ryot was a more honest person than the ryot of Bengal, and had the courage to defend himself when oppressed. I was also informed that in the North-Western Provinces and Behar the indigo planter gives a fair price for the land, and takes all the risk of the crop.

1638. *President.*] Are you aware that the revenue of Benares is, like that of the Lower Provinces, settled in perpetuity?—Yes.

1639. Mr. *Fergusson.*] Did you hear any complaints against indigo or indigo planters in the north-west?—I had no opportunity to make particular inquiries on the subject, but, as far as I could incidentally learn, the system seemed to be pursued in a different way from what it is in Bengal.

1640. But if the system is the same in the North-Western Provinces as in Bengal, is it not reasonable to suppose that the complaints in Bengal are in consequence of the less truthful and honest nature of the Bengalis, whereby they do not fulfil their engagements?—I believe there is a great want of truthfulness and straightforwardness among the Bengali peasantry, yet still I believe the system of indigo planting to be oppressive; but I believe, too, that it would be utterly impossible to carry out the *ryotti* indigo system among a brave and martial peasantry like that in the North-Western Provinces.

1641. But are you in a position to say whether the system in the North-Western Provinces is identical with that of Bengal?—I can't say; as I stated before, I merely heard incidentally of the system of the Lower Provinces.

1642. Baboo *Chunder Mohun Chatterjee.*] You have stated that the Benares ryots have courage enough to defend themselves; do you not think that on that account the planters there dare not oppress the ryots as they do in Lower Bengal?—The remark made to me by an official in Benares was, that if a planter in the North-Western Provinces attempted half the oppression laid to the charge of the Bengal planter, his head would be at the bottom of a well in a very short time.

1643. Mr. *Sale.*] It appears to be your opinion that a great part of the oppression which you believe to exist in the Lower Provinces, is attributable to the cowardice of the Bengali ryot; how do you account for the recent general resistance to the demands of the planter by the indigo ryots?—I do not attribute the oppression wholly to the cowardice of the ryots, but I believe the continual sufferance of it to be attributable to that cause. I, for instance, have found in my counexion as a missionary with Christian congregations, that the spirit of freedom imparted by Christianity has led Christian villagers to complain and vindicate their rights against their countrymen, who were oppressing them; and had the ryots a feeling of independence, they would bring the *gomashta's* extortions in every case to the notice of the planters, so that, at any rate, the planter would not be, as he now is in various cases, unacquainted with what goes on at a distance from the factory. To my knowledge, the ryots have for many years complained of the factory system, but it is the last straw that breaks the camel's back; the rise in prices, the increased value of labour, the ferment of mind produced by recent political events in India, together with the sympathy which is increasing between the educated natives and the masses, has led to the late movement. I believe the

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Rev. J. Long.

12 June 1860.

perwannas of the magistrate (Mr. Eden) have been only the occasion that has brought matters to a crisis, and showed the ryots that it was the wish of the Government to deal impartially with the question.

1644. Since the recent excitement arose, have you had any opportunities of conversing with the ryots from indigo districts, and what use have you made of them?—About five or six weeks ago a body of ryots from Kishnaghur called on me, stating in the strongest language their complaints about the indigo planting system, and that the Government officials were siding with the planters and were the planters' guests, that therefore they had no hope of redress in the Mofussil. Feeling the case to be a difficult one, and abhorring the character of a political person, I consulted with four or five missionaries of different denominations what was to be done in this emergency; we all felt, that as ministers of the Gospel, we could not turn the ryots out of the house without listening to their complaints, and without endeavouring to calm their minds and placing ourselves in the position of peace-makers. We heard the case and advised them to submit to the law, above all, not to resist, not even, to use my own expression, to lift their little finger against a planter, but that they should appeal to the authorities in Calcutta. These men, about 50 in number, went with 1,200 ryots, as I understand, and presented a petition to the Lieutenant Governor; these soon after returned to their own district; lately another body of ryots came to me, but I purposely avoided having any communication with them lest I should be considered a prompter of evidence. I beg here to say on behalf of myself that I have endeavoured to use my influence with the ryots on the side of peace and good order. I assured them that the intention of Government was to do justice to all parties.

1645. As far as your proceedings are concerned, and so far as the proceedings of others have come under your own personal knowledge, have you any reason to believe that influence has been exerted over the ryots with a view to giving the evidence they may be likely to deliver before this Commission any particular turn?—None, I believe. I have heard the evidence of the ryots given before this Commission, and it is on the whole substantiating the same style of complaint as what I have been hearing of and reading in Bengali newspapers for the last 16 years. The only difference is that the ryot's feelings have been exceedingly embittered by the working of a clause introduced by Mr. Wilson into the late Indigo Act which renders the ryot responsible for the old balances, and the working of this clause in the law has led to a more serious state of exasperation of the ryot's mind, and to a state of feeling among the natives at large, stronger against certain classes of the English than I have seen even during the mutiny; hence a general impression among the natives is, that when the interests of the planter and the ryot come into collision, the interests of the ryot would be sacrificed by the local authorities to those of the planter, and that wherever a magistrate was disposed to do his duty it would lead to a demand from certain influential parties for his removal.

1646. Baboo *Chunder Mohun Chatterjee.*] Have the zemindars had anything to do with the present excited state of the ryots, and their refusal to sow indigo, to the best of your knowledge and belief?—I see a good many zemindars in Calcutta, and during the last cold weather I lived a good deal among zemindars in the Mofussil, away from Europeans, and it is my conviction that the zemindars as a body are too much afraid of the reactive influence the indigo question may have on the rent question to take any active part in it. I have invariably found the zemindars of Bengal, as a class, hostile to any movement which would secure either knowledge, freedom of thought, or freedom of action for the ryots.

1647. Mr. *Fergusson.*] Have you found the same feeling as described in your last answer to exist on the part of the zemindar, also to exist on the part of the planter?—I am better acquainted with zemindars than with planters, but as far as the planter is a zemindar his position has the tendency to the same feeling except when counteracted by higher principles.

1648. Mr. *Temple.*] Previous to the past excitement were the zemindars within your knowledge and experience generally hostile to the planters, and if so how was that hostility evinced?—Not having lived in an indigo district, I could not give an answer from personal observation; but I believe that on the whole the native zemindar is a greater check upon the oppression of the ryots by *gomashtas* than a foreigner can be.

1649. But has the zemindar the same interest as a planter would have in preventing any oppression upon the ryots?—The planter, as a bird of passage in this country, is much in the position of a rack-renter upon Irish estates, who sacrifice the future to realise present advantages, whereas the zemindar and his family have a permanent stake in the country. According to theory, the planter from his training and habits as an Englishman, ought to be superior to a zemindar, but the testimony borne throughout in the Aborigines Protection Committee Report of the House of Commons has established the fact that throughout the world wherever the Anglo-Saxon colonists came into contact with natives, the natives were either extirpated or reduced to serfdom.

1650. Mr. *Fergusson.*] But the planter does not suck the orange, throw it away, and embark on board ship. It must be his interest to leave it full to enable him to get a good price for the factory, and sell what he possesses. Is not this the case?—Yes, as far as the buildings and the immediate property is concerned, but I never heard but one opinion as to the system, that, though the indigo planting benefited the planter, his relatives, and the factory servants, it tended to the pauperization of the ryot. If men's interests and their duty coincided, we would have had no slavery, because oppression is against a man's interest, yet the history of the world shows the opposite.

1651. Mr. *Sale.*] But under a fair system, with equitable laws and an efficient police, do you not think it possible that an Englishman may so conduct himself as not only to carry on trade successfully, but also to secure the affection of the ryot?—Most decidedly so, but planters themselves have told me that under the *ryotti* system of indigo cultivation it was almost impossible to secure both the prosperity of the factory and that of the ryots in Bengal. I have, in fact, heard stronger complaints against the indigo system from planters themselves than from any other class, but they were involved in it, and did not see their way out; hence I believe various indigo planters secretly sympathise with the present movement for reform of the indigo system.

1652. Mr. *Temple.*] But have you never known any

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Rev. J. Long.

12 June 1860.

any planter who, under the *ryotti* system, managed to keep the ryots content?—Never. I should consider it an impossibility under the present system.

1653. But have you known of just and considerate planters try, and fail in this respect?—Yes, but as in the police, educational, and other systems, men find they cannot, as individuals, reform a system.

1654. Do you consider on the whole that the feeling of the ryot is at the present time favourable towards the Government?—Throughout India the peasant does not look to the supreme authority; his government is the next magistrate or local authority; and the working of the present Act has created a feeling among all ryots, I have come in contact with, of bitter hostility towards the ruling authorities generally.

1655. But several witnesses, missionaries residing in the indigo districts, have stated their opinion to the fact that one reason of the ryot's recusancy during the present year was a belief that at least the authorities were on their side and against the planters. Do you concur in that opinion?—I believe the remarks of the missionaries and others refer to the state of opinion previous to the passing of the Act, but the working of the Act has very much changed that state of feeling.

1656. But in what particular respect has native opinion been influenced unfavourably by the working of the Act, *i. e.*, what particular part of the process is it they complain of?—From what I have heard directly from natives themselves, and from what I have seen of their own letters, they complain that the statements of advances on the part of the factory are generally taken for granted by the magistrates without due and careful inquiry as to whether they are real, fictitious, or exaggerated, and one point that now and in former times has been constantly and bitterly complained of, is that when the officials go out to decide cases between the ryot and the planter, these officials spend much of their time with the planters, and in society where they are likely to hear only one side of the question.

1657. But has not the fact of inquiry being ordered had a pacifying effect on the minds of the ryots you have met with?—Yes, to a certain extent, because they feel that the attention of the authorities is directed towards them.

1658. *President.*] Is it your opinion that ryots clearly understand the object of this Commission, viz., that it is not one for redress of individual grievances?—They did not at first, and hence the flocking down to Calcutta of so many of the ryots some time ago.

1659. Mr. *Temple.*] But when commenting on the recent Act, have the ryots understood its temporary character?—No, they do not. Ninety-five per cent. of them cannot read, and the fear of the higher class of natives is that the Act may be permanent. This feeling descends to and influences the lower classes.

1660. Have the ryots understood that, before enforcing the recent Act, the authorities and the planters used every persuasion to induce the ryots to sow according to engagement, and that even men in jail had the option allowed them of being set free, on sowing indigo; has the consideration thus evinced had any effect on the ryots?—Yes, but the feeling of distrust, generated by the recent conduct of the local authorities in carrying out the Act has, to a great extent, neutralised the effect of this.

1661. Then do you consider that in the recent proceedings, at least, a full consideration has been shown to the interest of the planters?—My view from all I have known on the question is, as I expressed it to an official lately, that the clauses added at Mr. Wilson's instigation, made the Act essentially a slave law, and that in fact the working of it amounts to an attempt to sow indigo at the point of the bayonet.

1662. When ryots make general complaints, such as you have described, regarding the system of indigo planting, have you known any instances in which exaggeration has been made on a foundation of truth, or has the complaint been merely an invention?—From my own experience of the ryots, I have considerable distrust of ryots' evidence where their personal interests are concerned; but their statements on this question, coming from such a wide-spread variety of tests, in regard to which there could be no possible collusion, are corroborated so much by what is and has long been known of the indigo system as being a non-paying system, which therefore can only be carried on by coercing the ryots; and also on the grounds that the general statements they have made coincide with what has been known of indigo districts during the last 16 or 20 years, that I do not believe that the general statements made by the ryots against indigo are exaggerated.

1663. Mr. *Fergusson.*] Do you believe that the statements of the ryots as to outrages on women, destruction of houses, &c. are generally correct, which statements we were informed had been made in your house?—I certainly was informed by various respectable natives of the case referred to by Mr. Bonwetsch. It was the subject of general conversation at the time, and excited strong feelings of indignation among the natives. When the man related in my verandah the account to Mr. Bonwetsch, I was not listening, being occupied with something else. I had heard the account previously in Calcutta, but I did not tax my memory with the names of persons or places, as I felt we had to inquire about a system, and we might have a good man working a bad system, and a bad man working a good system. For instance, if it could be shown that in a certain district there were four or five missionaries guilty of immoral practices, this would not prove that the missionary system was bad; and so with alleged immoral practices of planters as bearing on the planting system. I, of course, can have no personal knowledge of this, any more than I can have of many vices in society, whether European or Native, which are deeds of darkness, and done in darkness. But mingly freely with natives of all classes, I have been obliged to hear such charges, and there is no question that the occasional occurrences of outrages, is a general belief of the natives, and tends to make indigo planting odious.

1664. Did you not give the tale circulation as an individual instance of a general practice among planters, and did you believe that instance to be true?—Not as an individual instance of a general practice, though I have been acquainted of late years with various facts relating to outrages; I am glad to acknowledge, however, that there is a great improvement in the morals of indigo planters. That such things should be of occasional occurrence in a certain state of society is not surprising; from the respectability and integrity of my informants, I find it morally impossible to disbelieve it; I have no inclination to blacken the character of my countrymen.

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Rev. *J. Long.*

12 June 1860.

1665. Mr. *Fergusson.*] You have resided a good deal of late about 10 miles south of Calcutta; do you know anything about the salt manufactory a few miles further south, say at Tumlook?—No, nothing of Tumlook. It is a long way off; in fact a day and a half's journey from my residence at Thakoorpukur.

1666. Would you be surprised to be told that more oppression is practised on the molunghees or salt ryots, than what you have stated to be practised on the indigo ryots in Kishnaghur?—I believe oppression is the normal rule in Bengal, but I can know nothing of the molunghees.

1667. Do you consider generally that natives are fit to be trusted with magisterial powers in the interior of the country, more especially where there are many Europeans located?—Yes, a certain class of natives; and I think that for the sake of impartial justice to the native individuals of that class, morally as well as intellectually qualified, they ought to be appointed in due proportion, otherwise the antagonism of race, which is on the increase in India, will render it very difficult to get an impartial administration of justice between the Europeans and natives, if magisterial authority is confined only to the dominant race; besides the exclusion of natives from magisterial offices, would hereafter create very serious political hostility to the Government.

1668. Baboo *Chundee Mohun Chatterjee.*] If the European planters were subject to the same laws and equal punishment with the natives of the country by the Mofussil authorities, would they not be deterred from committing affrays, kidnapping people, and other unlawful acts?—As a matter of justice there should be but one law of moral equity for the European and the native; but unless the European officials appointed are well acquainted with the natives and their language, and able to judge for themselves, without the intervention of interpreters, the danger is that natives would have little chance of justice when their interests were brought into collision with those of Europeans, and that many European officials might be tempted to carry out the maxim, "Our own countrymen, right or wrong."

1669. Mr. *Temple.*] Then do you consider that the European would have nothing to fear, if he was subject to the Mofussil courts, but on the contrary, the fear would be for the ryots; is that your opinion?—Yes, but all would depend on the constitution of the court, and the administration of the law.

1670. *President.*] Are we clearly to understand that it is your opinion that if Europeans were subjected to the local courts, they would be more prone to oppression, and less amenable to reason than they are now; or in other words, that having to look to the local authorities alone, their powers would be increased?—In indigo districts there is not a due admixture of native and European magistrates; and I don't think impartial injustice would be likely to be administered were there only European officials, or that the natives would have confidence in the equity of their administration.

Reverend G. G. CUTHBERT, M. A., Secretary to the Church Missionary Society, Calcutta, called in; and Examined on oath.

Rev. *G. G. Cuthbert.*

1671. *President.*] HAVE you ever resided in or visited any indigo districts?—Yes, I resided for nearly a year, 1846-47, in the Kishnagur district, and have visited the same district nearly every year since 1847.

1672. During that period did you have any opportunities of ascertaining the working of the indigo system, and becoming acquainted with the feelings of the indigo ryots?—I had some opportunity; first, by residing for nearly a year at an indigo factory, where I saw the work going on, and met several indigo planters with whom I had a good deal of conversation on the subject; and next by hearing statements from the ryots when visiting the district; also from the testimony of several of our missionaries residing in those districts, who constantly communicate with me.

1673. Did you then collect any facts which might lead you to form an opinion as to whether the cultivation of indigo was profitable or unprofitable to the ryot, liked or disliked by him?—The opinion that I have been led to form from what I have seen and heard in my hearing on many occasions by ryots is, that indigo cultivation is decidedly disliked by them, and is also unprofitable, and that on various grounds.

1674. What do you believe to be the causes of that dislike?—It is dislike, partly on account of its being unprofitable when compared with other crops; partly because the people are compelled to cultivate against their will, partly because they are subjected to several exactions and oppressions from the agents of the factory; and partly because it deprives them of a great deal of their freedom of action. These causes are gathered from my visits in indigo districts, and from what I have heard among the ryots.

1675. Did you not, some years ago, take part in a discussion on the cultivation, and, if so, state what led you to do so?—Yes, in the year 1856. What immediately led to the discussion at that time was a violent and abusive attack by a certain planter upon me and others for statements incorrectly reported to have been made at a Missionary Conference in Calcutta; but previous to that time I had felt compelled by a conscientious feeling of desire of duty to help people in distress, to take an interest in the subject. I may mention here that in my annual visits to the Kishnaghur district, as I stopped at the various mission stations, the ryots, chiefly Christians, hearing there was a Sahib from Calcutta there, used to come and state their grievances arising from indigo. This was done from year to year, and I was implored by the people to try and do something for their relief. I told them again and again that I had no power to help them, but they did not seem disposed to believe it. My missionary friends also urged me to do something either with influential parties here, or through the press. Thus partly constrained by my own feelings, and partly by the urgent entreaties of both these parties, I was anxious to do something, if possible.

1676. Mr. *Temple.*] In 1856 was there any excitement among the ryots similar to that which now prevails?—Not by any means so great.

1677. Was there the same discontent?—Yes, much the same, but it was not so plainly manifested by open acts.

1678. When you first became acquainted with the country in 1846, was there the same feeling?—Yes, I believe there was a feeling of hatred to the cultivation of indigo.

1679. Then the feeling has always been the same since you were first acquainted with the country?

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Rev. G. G. Cuthbert.

12 June 1860.

country?—I think it has been always much the same; but it appears to be more intense now, because it has been exhibited by open demonstrations.

1680. Mr. *Sale.*] With regard to the discussion in 1856, it has been repeatedly asserted in certain newspapers that you made an assertion that every chest of indigo was stained with blood; did you make such a statement, and would you, on further reflection, adhere to it?—I did not make that statement as my own, but repeated an anecdote which was told to me by a friend to show that it was not missionaries only that heard things about indigo manufacture. The sentiment was that of a gentleman who had once been a planter himself. It is this (Mr. Cuthbert here read a note from page 10 of the second part of his printed statements on indigo planters and ryots).

1681. During your visits to Kishnaghur, had you occasion to remark that the indigo ryots were better housed, or better clothed, than other ryots?—Many of the estates in Kishnaghur are indigo estates. As far as I ever observed, with the exception of persons immediately connected with the factory (I mean the paid servants), the ryots generally are not better off than other ryots.

1682. Do you mean to say that there was no improvement visible to the eye, such as would strike any person passing through the villages?—I have not observed such.

1683. Mr. *Temple.*] Within the last 14 years, have you observed any material improvement in the condition of the indigo ryots?—I do not wish to speak positively, but my impression is that there has been a deterioration instead of an improvement. In travelling through the district from time to time, I have thought I observed a diminution, if not in the number, at least in the size and appearances of the villages.

1684. Have you formed a clear idea of the points now at issue between the planter and the ryots, and can you suggest any change in the system?—I consider the main point at issue to be whether the cultivation should be free or forced, and as to changes, I would suggest, first, that the voluntary character of the cultivation should be secured by law. Next, that contracts with ryots, if made at all, should be made for very short periods, say one or two years. Thirdly, that planters should be content with less profit than at present, so as to enable them to allow the ryots a better remuneration for their labour. Further, that planters should cultivate other crops as well as indigo, the profits of which would make up for the diminution of the profits of indigo cultivating, as some planters do.

1685. Then are the Commission clearly to understand, that under the present system the ryot is not a free agent?—As a general rule, he is not.

1686. Mr. *Temple.*] Then by what means do you consider that the ryots have been coerced, bearing in mind especially that the ryots are so many thousands, and the planters so few in number?—Though many thousand ryots may be connected with what is called an indigo concern, they are sub-divided among various out-factories. So there are not so many attached to each, and they are thus more easily coerced than they would be otherwise.

1687. Mr. *Fergusson.*] Mr. Forlong states that he has 19,067 cultivating ryots, and I believe he has not got above eight or nine European assistants; how could that body of Europeans coerce such a body of men?—Yes, but there are about 32 factories; and the native agents would be still more likely to coerce or oppress than the Europeans. I should have thought there were more than eight or nine European assistants over so many factories.

1688. To each of these 32 factories, would there not be a native staff attached, consisting of a *gomashta, amin, takidgir,* peons, and so forth?—Yes.

1689. *President.*] Within your knowledge and observation, what has been the general character of the planter, and what effect do you suppose it ought to have had on the cultivation of indigo?—I have met a good many planters, and have usually found them friendly, hospitable, and gentlemanly. As for their moral and religious character, they are very much of the standard of other Europeans in this country. This refers to their character as members of European society, but I think a distinction should be made between men as members of what is called society, and as engaged in carrying on a particular business. In the former character they may appear faultless, whilst in carrying on their business they may countenance practices, not introduced by them, but such as other persons in the same class of society would decidedly condemn.

1690. Mr. *Fergusson.*] In the same way might not Her Majesty's Indian Government be considered a good and Christian Government, but be justly condemned by others for carrying on the opium trade?—I suppose so.

1691. Mr. *Temple.*] But have you not known planters who were just and considerate in the actual carrying on of their business? — The planter I know best, and have lived in the same house with, was, as far as I know, just and considerate; he was a young man not very long in the country.

[Commission adjourned at 6 P.M.

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Thursday, 14*th June* 1860.

PRESENT.

W. S. SETON-CARR, Esq., C. S., President.

Members:—R. Temple, Esq., C. S., W. F. Fergusson, Esq., Reverend J. Sale, Baboo Chunder Mohun Chatterjee.

The Reverend SAMUEL JOHN HILL, Missionary of the London Missionary Society, residing at Bhowanipore, called in; and Examined on oath.

Rev. *S. J. Hill.*

14 June 1860.

1692. *President.*] HAVE you resided in, or visited any of the indigo districts, and enjoyed any facilities for observing the working of the indigo system?—I was born in an indigo district, in the neighbourhood of Moorshedabad, and lived there up to the age of 11, when I went to England, and came back when I was 17; I was engaged for about four years in the manufacture of silk and the purchase of country produce; after that I spent a year in Mymensing, at Serajgunge, trading in jute. I joined the mission in 1852, and was ordained in 1853, and went back to Berhampore in 1853. I had no practical connexion with the indigo business, but there was a factory just opposite our house, on the opposite side of the river, called Gopalgunge. I have frequently spent a week or a fortnight at a factory as a friend, but I can't say that I made any examination into the working system of indigo planting.

1693. But whilst following your own business, or whilst moving about in the Mofussil, have you ascertained facts, or have facts been brought to your notice which would show how either the zemindars or the ryots looked upon that system?—I have had complaints made to me by natives about the oppression, not as arising from the head of the factory but from the *amla*, retainers, &c. The natives also look upon the plant itself as injurious to the soil. In proof of which I can repeat a verse of a ballad, which I have heard sung in various parts of the Moorshedabad district, as follows:—

"The enemy of the soil is indigo;
The enemy of labour is idleness;
So the enemy of caste is Padre Hill."

"Zaminer shatru nil,
Kormer shatru dhil,
Temoni jater shatru Padre Hill."

1694. About the advances, I have often heard men say that they never got the amount promised or even awarded by the planter; that the factory servants always deducted a large amount of it in various ways?—This complaint has also been made to me with regard to almost every other kind of business carried on in the Mofussil, where the money has to pass through the hands of the *amla*. This was not peculiar to indigo alone.

1695. Mr. *Sale.*] When you speak of *amla*, do you refer to native intermediate agency, or have you found the complaint to which you refer to prevail when money passes through the hands of the trader to that of the ryot without any intervention of a third party?—When I received such complaints I never asked the people whether they had received the money through the hands of a native or an European. But I believe, that when Europeans pay the money with their own hands, still the *amla*, under various pretexts, would make their pickings. In the case of one European, a servant of Government in the Public Works Department, I was told by several natives, that in paying the labourers he was in the habit of deducting 2 annas on every rupee he paid. Again, on a certain occasion, I was requested by the late Company's solicitor, Mr. A. Grant, to get out of the Moorshedabad Judge's Court the sum of 17,000 rupees, which was in deposit, belonging to the estate of some *Begum*; I presented my authority to the judge, and was told by him that I should receive the money the next day at 4 p.m., In the evening one of the *amla* of his court called upon me, and asked for a *dustoori* on this money. I asked whether it was a legal charge; that if so I was ready to pay it; he replied that "it was the *dustoor*, and that if I didn't pay it I should not get the money." I refused, and the result was, that when I waited on the judge the next day at four o'clock, I was told that a claim had been set up for this money; and Mr. Grant, after six months' hard fighting, only obtained the money with great difficulty.

1696. *President.*] Can you say by whom the claim was set up, and what was its ostensible nature?—The name of the party I cannot remember, as it occurred, I fancy, somewhere in about 1846; the claim, as far as I could ascertain, was set up by some female relative of the *Begum*.

1697. Did you obtain a copy of the petition of the opposing creditor?—No; I left Berhampore about a month after this, and placed the matter in Mr. Grant's hands.

1698. Might it not have been quite possible that the demand of the *amla* for illegal payments, and the opposition by a third party, were independent of each other, granting that they happened at the same time?—From the result, I was under the impression at the time, and am so still, that it was entirely got up by the *amla* of the court.

1699. What age were you at the time?—About 21 years of age.

1700. Had you any complaints from persons engaged in the cultivation of indigo that the same was burdensome, and caused interruption to their other agricultural pursuits?—When I was in the district of Mymensing my predecessor had obtained by force the land on which my bungalow was built. About seven years after, I had left Mymensing, I went there on a missionary tour with the Rev. Mr. Lacroix; when I arrived at Serajgunge, I visited the talookdars, whose lands I have referred to, and about the first thing they did on seeing me was to point out indigo growing upon land which they absolutely required for rice, and which had been forcibly taken possession of by an indigo planter. I asked them why they did'nt

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Rev. S. J. Hill.

14 June 1860.

didn't complain to the joint magistrate? They replied that they were under the impression that the joint magistrate and the indigo planter were on too friendly terms for them to hope to obtain any justice. I don't think that I ever had any complaints to the effect that cultivation, where they had engaged to cultivate, was irksome and burthensome. I heard nothing beyond the ballad above alluded to. A *gomashta* of a factory in which the cultivation was all *nij-abad*, upon my asking him whether they had many law suits in connexion with that factory, told me, that the only cases were when they wanted to get ploughs to plough the land. I understood him to mean, that the *nij* required ploughing when the ryots wanted to use the ploughs themselves, and this led to disputes, and so cases came on in the courts.

1701. Did the ryots or others ever make known to you any more serious complaints or charges of oppression against any one, such persons being the actual sufferers?—In a general way I have heard ryots complain that they could not keep goats or cows on account of the oppression of the factory servants, but nothing more.

1702. In many cases, when the complaints you have alluded to were brought to your notice, were they done so spontaneously and voluntarily, or were you the first to inquire about them?—It has always been a principle with me not to interfere with other people's business; so that whatever I have heard has been generally voluntary and spontaneous. The case alluded to in a previous answer, referring to ploughs on a *nij-abad* concern, I do not include in my reply.

1703. Mr. *Sale.*] Do you think it the duty of an Englishman, passing through any district in Bengal, to refrain from making any inquiries into the condition of the ryots?—I am not prepared to give a direct answer as to its being a matter of duty or not, as the lower class of natives in this country are so given to exaggeration, that I have preferred not to press any inquiries of that character further than merely asking them how they were getting on, whether they were well off, and such like.

1704. *President.*] On the whole, then, and from such facts as were brought to or forced themselves on your notice, did you come to the opinion that indigo cultivation was popular or not with the ryots?—Decidedly unpopular. I have heard of the unpopularity of indigo cultivation from natives in general of all classes. I can't say positively that it came from the indigo cultivators themselves. I would add here, that from all that I have heard, the principal part of the oppression was to be laid to the charge of the factory servants. The indigo planters of the present day, whom I have had the opportunity of knowing, are gentlemen, who might be placed on a par with civil servants and military men; and who would never give countenance to so much oppression, were it not for the defective state of the police, and the badness of the system of indigo planting.

1705. Have you ever had anything to do with the police yourself, or have cases been brought to your notice where the police acted unfairly either to the planter, zemiudar, or ryot?—I have never suffered myself, as far as I can remember, from the police; but on one occasion, a darogah at Moorshedabad went to a dhobie's or washerman's house, abducted his wife, and took her away by force. He was convicted by the Sessions Judge, and let off by the Nizamut Adawlut. I have been told by natives, that whenever a darogah visited a village to make investigations, he never left it without ruining the people. I have heard this from some of the people who have paid money on such occasions. I don't particularly recollect any other cases.

1706. Mr. *Fergusson.*] Have you ever suffered from the proceedings of civil courts; and do you know of any instances of other persons having done so?—When I was in business at Berhampore, one of my *amla* brought three false suits against me in the civil court, and the false witnesses were so well got up, that had not the plea of minority been suggested to me and acted upon, I should have had to go to jail, or pay the money claimed. The cases were, as far as I recollect, as follows. The first was a case for money said to be due for some silk purchased; the second was for 125 rupees, the price of a horse; and the third was for land belonging to the Berhampore Mission, which was in my charge, and was said to have been given by me to the wife of this person. This last case, of itself, fell to the ground. The other two cases were substantiated as far as the false evidence went.

1707. Was there no truth in the claims, or any foundation whatever?—No; none whatever.

1708. *President.*] Did you take any steps in the management of your case, or did you leave it to your *mooktyar*?—They were managed entirely by my *mooktyar*. All the papers that were sent to be filed were sent to me previously for my inspection. My father advised me in these cases.

1709. In the two cases of debt, was any bond or documentary evidence, with your signature produced in court?—In the case about the purchase of silk, a blank form, signed by me and given to this person to write an order on for bringing in silk from a village about 14 miles away, was retained by him, and afterwards filled up as a receipt for the amount. He was my own servant, and had no *filature* of his own, and consequently could not have sold me any silk; in the other case of the horse, I can't recollect whether any written document was produced or not. I could not deny that the horse was in my possession, and that I had purchased it from him.

1710. As you admitted that the horse was in your possession, it became incumbent on you to prove payment. Could you not have proved it?—I took no receipt from the man.

1711. Baboo *Chunder Mohun Chatterjee.*] You stated that you were a minor when you made purchases of silk; who provided you with funds?—Messrs. Kilby, Ryder & Co.

1712. Were your agents aware of your minority at the time?—Yes; at least I imagine so.

1713. *President.*] Will you give us the benefit of your own experience in the practice of making advances for silk?—We generally, at the beginning of a *bund* or part of a season, used to make advances to certain people, who were called *paikars*. The *paikars* used to go to the villagers who used to breed the silk worms, and purchase cocoons, and bring them to the factory, where they were weighed. We counted a *kahun* or two, and then weighed the rest by the weight of the *kahuns* that were counted, then these were placed in different shelves in our silk godown. When they were worked up, each *paikar* was credited with the amount of silk supposed to be obtained from his cocoons, less a deduction for weight, in anticipation of the raw silk drying. There generally was

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Rev. *S. J. Hill.*

14 June 1860.

was a surplus at the end of the season in the godown, which surplus, properly speaking, belonged to the *paikars*, and at the end of the season should have been placed to their credit, but it was carried to the profit and loss account of the factory. To the best of my recollection the amount was about 400 or 500 rupees.

1714. How many *paikars* did you deal with, and were they generally men of substance?—If I remember rightly, the factory to which I was attached, had about 11 or 12 *paikars*. They were men of about the middle class.

1715. Were the *paikars* always successful in squaring their accounts with the ryots?—As far as I understood at the time, they were in the habit of purchasing the cocoons for cash from the breeders. I may state here that the reason why I am unable to say any thing certainly about its being a cash transaction, was, that they travelled 30 or even 40 miles to purchase cocoons.

1716. Could you state about what amount of money you advanced to each *paikar*?—As far as I can remember, some got 200 rupees, some 300, and some 400 rupees.

1717. Mr. *Fergusson.*] Were the advances made some time before the worms came to maturity, or only at the very period of maturity?—As far as I can remember, some time before, in order to enable the *paikars* to go about the district.

1718. *President.*] Do you know of any instances of Europeans rearing cocoons on their own account?—Yes, I know two. My father, the late Reverend M. Hill, on account of the London Missionary Orphan Asylum, and the late Mr. Diedrick Herklots; both these attempts however failed, I believe, through the servants' want of attention to the worms.

1719. Did you generally find the *paikars* faithful and trustworthy in their dealings?—I believe they would have been honest and faithful in their dealings if the manufacturer had been faithful to them. As far as I can remember, there was not a single *paikar* who had not a balance against him in our books; I can't recal to mind a single instance in which a *paikar* got on the right side of the books. I was altogether about 18 months in this line.

1720. Then if the *paikars* were generally on the wrong side, why did they continue their dealings?—I was nine months at the factory of another party, so that I could not say what happened the season after I left.

1721. Can you state what the custom was when a *paikar* had not cleared his advances? Did you in the next season make him full advances, or did you make any deduction on account of his debts?—I do not remember the precise way in which we managed that.

1722. Baboo *Chunder Mohun Chatterjee.*] Did you take any securities from the *paikar*, and upon what amount of cocoons did you make the advances?—I was an assistant in the factory. As far as I could understand, the owner of the factory used to settle, at the commencement of a season, at what rate he would purchase the cocoons, *i. e.*, he used to say at what rate he would credit the *paikar* for a return. It was so many *puns* or so many cocoons for the rupee. Raw silk was bought by the seer weight. I found the *paikars* there when I came, and I understand that they had all of them given security but of what description I cannot tell, for the monies which they might from time to time receive from the factory.

1723. Would not the *paikar* first settle the price of the cocoons for each bund, or part of a season, before he brought the cocoons into the filatures?—In a former answer I have stated that the owner of the factory used to fix a certain price at which he would be willing to receive the cocoons. This price was fixed, I believe, with common consent. The owner of the factory would say, I can afford to give so much. The *paikar*, under this authority, went out and made the best bargain he could. The profits, within that limit, went to the *paikar*.

1724. Mr. *Sale.*] Then it might happen, that though the *paikar* had a balance standing against him in the books of the filature, he might make a profit on every *bund*. Is this not the case?—Doubtless it is most likely that he generally did make a profit.

1725. But if he made such a profit, did he keep it to himself, or did he bring it forward to clear off balances against him?—As I have before stated, that to the best of my recollection not one of the *paikars* referred to were out of debt to the factory. All such profits that might have accrued they kept to themselves.

1726. *President.*] The Commission understood that the balances occur against the *paikars* because they take away a certain sum, say 100 rupees, and only bring back cocoons to represent 80 rupees. What do you suppose has become of the remainder?—The balances may arise from two causes; one is, that they do not bring back a corresponding quantity of silk, as put in the question, and the other, that too large an amount is deducted for dryage. In the first case, I can't undertake to say what becomes of the difference.

1727. Baboo *Chunder Mohun Chatterjee.*] Does the *paikar* sign an agreement when he receives any advances?—As far as I can recollect, the *paikars* used to sign some kind of a receipt for the amount of advances.

1728. Mr. *Sale.*] Supposing a *paikar* refuses to take advances, what course would you have adopted?—I don't remember any case in which the *paikar* refused taking advances. If he had refused, we should have demanded instant payment of his balance; or we should doubtless have confined the man in one of the godowns, if there was no probability of getting speedy justice. One *paikar*, who ran away in debt to the factory, and from whom my predecessors, I believe for the period of some six or seven years, had been unable to realise the balances due from him, was liable, according to orders from the factory, to be seized and brought there, whenever a factory servant might happen to see him. One of my burkundazes pounced upon him in the Khayra bazaar in Berhampore, and was dragging him by a cloth round his neck to our factory, when a deputy magistrate came up and caught my servant in the act and handed him over to the police. The result was, the factory had to pay a fine of five rupees on account of this assault; but we never obtained the amount of our balances.

1729. *President.*] Did the *paikars* never lay claim to any surplus silk that might be found at the end of the year, to the effect that it should be considered a set-off to their balances?—They complained of the hardship of the case; but as far as I can remember, they were told that it was the regular custom of factories in general, and no credit was given them.

1730. Will you state what was your plan with regard to the purchase of jute or any other country produce in Serajgunge or elsewhere?—In Berhampore, I myself never made any advances, but went to dealers in hides, in sugar and

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499

Rev. *S. J. Hill.*

14 June 1860.

and tallow, and paid, generally speaking, cash for what I purchased. In the case of hides it sometimes so happened that I heard of a quantity being stored at a village some 20 or 30 miles away, and sent my servants with money to purchase them. In Berhampore, when I made silk piece goods, the advances which I made to weavers were very seldom worked out. In Mymensing or Serajgunge, in purchasing jute or sugar, I never made any advances.

1731. But apart from your own practice, was it the practice of others to make advances for the purchase of these and other products?—In the hide business I can positively state that dealers to any large extent always made advances. One large dealer who has his residence in Calcutta, and with whom I was connected in business, stated to me that he had outstanding balances to the extent of two lacs and 50,000 rupees. Another pretty extensive dealer, who lived in Berhampore, I believe told me himself, and I also heard it from other parties, that he had outstanding balances amounting to near 50,000 rupees.

1732. Were the advances made to persons who went about the country and purchased wherever they could?—I believe that was the plan, as also that advances were made to butchers. I endeavoured to purchase fresh slaughtered hides in Moorshedabad, but I was prevented, as the butchers were all under advances to other parties.

1733. Was any supervision exercised on the party who had taken advances by the party who made them?—That I cannot tell. In the instance I refer to, the butchers themselves refused to *sell* me the hides.

1734. Can you state whether all these outstanding balances were eventually realised?—That would be a mere matter of opinion, but I should say not.

1735. Mr. *Fergusson.*] If such balances are not realised, are they not so much addition to the price paid for the articles?—I should say they would be.

1736. Do you consider that advances are necessary in almost every description of business in Bengal?—If you look at the general custom of this country, I should say that advances are positively necessary in every kind of business, as scarcely any native seems to be inclined to work without getting an advance, though in my business, having the example of so many sufferers before me, I fought against the system of advances and always purchased for cash. I have heard sometimes, after I had purchased articles, that the seller was under advances from other parties.

1737. *President.*] In the case of any agricultural produce, do you know whether the advances were made to the actual growers of the produce before the seed was put into the ground?—I believe that is the custom with grain, but with jute I am quite unable to say, having always purchased mine in the market.

1738. Mr. *Sale.*] You have stated that the advances made to weavers were scarcely ever worked off; did you form any opinion as to the cause of this?—Dishonesty; they generally ran away. It appears to me probable, and I have heard from natives generally, that the workmen never receive the full amount of their advances, and it is most likely that the weavers worked up the amount that they really had received, and ran away because they were unwilling to pay that which was deducted by the *amla*. Similarly, in the case of the *kataners*, or persons who reel off the silk, who frequently ran away because they had not received their dues.

Munshi LATAFAT HOSSAIN, Zemindar, Inhabitant of Sura, Thannah Entally, Zillah 24 Pergunnahs, called in; and Examined on oath.

Munshi *Latafat Hossain.*

1739. *President.*] HAVE you any lands in your possession, and in what districts?—I had zemindaries in Nuddea and Jessore. I have not got them now, that is to say, I have settled them on my wife at the time of marriage, about eight or nine years ago. There are people appointed by her to manage the estates.

1740. When the estates were still under your management, had you anything to do with indigo planting?—Yes, both the Sinduri and Katchikatta concerns used to grow indigo within my estates; I never gave any of them in *putni* or *ijara* to those concerns, but I have had a good deal of trouble with planters who wanted to get them. My eldest brother, Munshi Hidayat Hossain, used to manage for myself and my other brother. I am the youngest. Both my brothers are now dead. When my eldest brother died, we were then young, but not minors, the proprietor of Katchikatta put forward a lease, stating himself to have obtained it from my eldest brother for the *turruf* of *Gurgaria*, Pergunnah of Sahoujial, whereupon the case was brought on, under Act IV. of 1840, by the magistrate, to settle the question of possession. The magistrate discredited the *potta* of the lease, and affirmed our possession. On this, the planter came with 200 or 300 men, and burnt down my cutcherry. Many of his people were imprisoned and fined. [The witness here filed a proceeding in the vernacular of the court of the magistrate of Nuddea, dated 9th September 1844.] After this, they went to sow indigo on the land of a ryot named Asshar, bearer, who opposed them and got wounded by a sword. The complaint was brought in the Jessore criminal court, and some people were punished. [Witness here filed proceedings of the judge's court at Jessore, dated 24th June 1845.] Also the people of the factory made an attack on the village of Mandarhuda, and killed two men, for which a sentence of imprisonment, for seven and five years respectively, was passed by the court of sessions on several of the offenders. [Witness here filed proceedings of the sessions court, of August and September 1846.] Again, after this, they brought forward another *potta* for 725 beegahs of land. A case of Act IV. of 1840 ensued, and the possession of the factory was affirmed. This was the case also with two other *pottas*, one for 350 beegahs, and the other for 550. The magistrate's orders were affirmed by the judge. [Witness here filed the papers of the magistrate's court, dated the 27th July 1846.] My wife brought three suits to reverse the decision and regain possession. (See Sudder decision, dated 13th December 1859.) After the decision under Act IV. of 1840, many cases followed, in some of which the factory was successful, and in some of which I was. The planter then brought a case of damages to the amount of 39,000 rupees in the

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Munshi *Latafat Hossain.*

14 June 1860.

court of the principal Sudder Amin at Jessore. The whole case was dismissed, but on appeal to the Sudder Court, I was cast in damages to the amount of 10,000 rupees. The date of the sudder decree is about three years ago. The cases of the three *pottas*, and that for damages, were connected with the Sinduri concern; the first case was with the Katchikatta concern.

1741. You have stated that the planters used to sow within your estates; did this sowing on their part continue while all the above cases went on?—As long as the planter had possession of the land covered by the three *pottas* they sowed within these lands, but they could not get the ryots to sow. This was in connection with the Sinduri concern. But as regards the proprietor of Katchikatta, the ryots made it up with him, and agreed to sow for him for 10 years; 13 years have now elapsed. I never interfered or forbad the ryots to sow. Besides, I myself agreed to come to a settlement with the proprietor, and he promised to bring no more complaints, and so did I. I must not forget to mention that after the planter had failed to get the whole 16 annas in Gurguria, he then brought forward a *potta* said to have been obtained from the mother-in-law of my brother, Hidayat Hossain. A case was brought under Act IV, and the magistrate gave possession of the five annas four pie share of the undivided joint estate of the factory; one share remained to us. (I will file the proceedings in this case.) I instituted a civil suit in the principal Sudder Amin's Court at Nuddea, whereupon matters were adjusted, and the planter cancelled his lease of the share. I said that if the ryots were agreeable to sow, I should not interfere, and so it ended amicably. At the time of making it up, the planter paid me 2,000 rupees for expenses I had been put to.

1742. Besides what you have related, were any complaints brought by your ryots of abduction of cattle, or cutting of trees?—No complaints of cutting of trees, but there have been complaints of abducting cattle; some were dismissed, and in some instances offenders were punished.

1743. Baboo *Chunder Mohun Chatterjee.*] Are magistrates in the habit of using their influence to induce zemindars to give lands in *putni* or lease to the planters?—I can't speak of what the general practice may be, but the magistrate of Jessore sent me a perwanna recommending me to give a lease to Mr. McLagan. I file it. I did not give the lease, but I complained to the superintendent of police, who called for an explanation from the magistrate, and, I believe, reprimanded him. Since that I was very well treated by the magistrate.

Hookumnamah of the Fonjdari Court of Jessore.

"To Munshi Khalafut Hossain, Munshi Latafut Hossain, Mussammat Budun Bibi, executrix of Hadaynt Hossain, talookdars of Turruf Gurguria.

"Whereas your servants and ryots, by deceit and trickery, and by force, and cutting of crops, have encroached on the land decreed to Mr. Mc Lagan, proprietor of the Goldar factory, under orders, under Act IV., and are stirring up various disputes and quarrels; consequently, if this sort of thing goes on in future, there is a possibility of serious affrays; for this reason, and in order that for the future you may be vigilant and refrain from unnecessary quarrels, it is written to you that you shall threaten and advise those servants or ryots that they may refrain from such evil acts and keep quiet. Otherwise, if they shall not desist from unnecessary quarrels by such evil and false practices, they will be convicted and punished, and a report will be made to the Government; with a view to your above mentioned *estates being confiscated* (zabt). Practically, you get this friendly advice that you shall make some kind of arrangement for giving the aforesaid gentleman a lease or a potta of some of your mehals, and for terminating disputes."

1744. After the last event, was there any indigo sown for that factory by your ryots?—No; none. The factory had nothing but its *nij*.

1745. Mr. *Sale.*] What is the amount of revenue that your estates pay to Government?—Rather more than 10,000 rupees, that is to say, my wife's estates; not mine.

1746. *President.*] Are you, on the whole, willing that your ryots should be induced to sow indigo for the planters on your wife's estates where leases have not been given?—I have neither wish for it, nor have I objection to it, but the ryots have, because they have no time for their rice cultivation, and they are not properly paid. When the property was mine, they used to make all these complaints to me.

1747. Is it not an advantage for a zemindar to have his ryots under advances for indigo to a third party, and does not this facilitate the collection of rents?—No, it is of no advantage; and for this reason, that the advances were given in the last generation, or at least some years back, or if a small sum is given now, it is taken away by the factory amla before the ryot reaches home.

1748. But if the advances were fairly distributed to the ryot every year, would not this be an advantage to the rent-collecting zemindar?—I don't see that it would, because, if the rice crop grows, the zemindar can always get his rents, that is from other crops as well. Besides, if the ryot goes to cultivate indigo, he gives so much time to it that his other crops do not succeed.

1749. Can you state whether it is the custom of zemindars to demand extra cesses, for instance, on a marriage in a zemindar's family, on the weaning of a child, on great festivals, and if he is a Hindoo, at the time of a *shraddha*?—Sometimes if a zemindar is in any strait he may go to his ryots and say, I am in need of 1,000 or 2,000 rupees, when they will reply that they are very poor, but that they will give from 200 to 400 rupees. The very poor don't subscribe at all, but those that are well off do.

1750. Should any substantial tenant dig a tank in a village for the benefit of the villagers, does not the zemindar levy a certain sum for permission to cut it?—Yes, the zemindar would do this; if this tank was 100 hauts in length, and 80 hauts in breadth, and eight or 10 hauts in depth, the zemindar might demand 50 rupees; there is no fixed sum.

1751. Do the Mofussil amla, the naib and gomashta, demand their perquisites from the ryots?—At the end of the year when the annual accounts are closed, the gomashta and naib get something. A ryot who pays 100 rupees rent, may pay 14 annas or a rupee.

1752. Do the zemindar's sudder amla, *i. e.* those of his house, get anything from the ryot?—If the ryot comes, he comes to the zemindar direct, and he would then give a rupee as a nuzzur.

1753. But would the sudder amla allow him to go to the zemindar without getting their fees?—I cannot

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I cannot say what other zemindars would do. It was not so in my zemindary.

1754. Mr. *Sale.*]—You have had a good many law-suits, what is your opinion of the conduct of the police?—My opinion is that the police do not consider much about the rights of a case, but when they go to make an inquiry, the side that pays most is favourably reported on; they are also afraid of the planter, and always side with them for fear of being removed.

1755. But among the police you have known, have you never met with any just and honest darogahs?—Not in my estate of Gurgarria, but I have known honest darogahs elsewhere, on my other estates. When the darogah sees that the magistrate is in the habit of going and remaining in planters' houses, and racing and hunting with them, how can it be expected that the darogah will be impartial?

Munshi *Latefat Hossain.*

14 June 1860.

[Commission adjourned at half past five, P. M.

Friday, 15*th June* 1860.

PRESENT:

W. S. SETON-KARR, Esq., C.S., President.

Members:—R. Temple, Esq., C.S.; W. F. Fergusson, Esq.; Rev. J. Sale; Baboo Chunder Mohun Chatterjee.

BURGATULLA, Son of Hadun Mandul, Inhabitant of Tetulbarria Barrobari, Thannah Bagda, Zillah Nuddea, near Katgarra Factory, called in; and Examined on oath.

1756. *President.*] WHAT *jumma* have you, and how long have you been in the habit of sowing indigo?—My *jumma* is 24 rupees eight annas, but it has been increased to 30 rupees. I had a quarrel with a ryot about some pieces belonging to this *jumma*; this *jumma* is in Gowaspore; I have also an *uthundi jumma*, or one which I pay rent for on whatever land is actually cultivated; this is in my village. It has been on this *jumma* that I have been in the habit of cultivating indigo for several years.

1757. Have you ever received any advances?—No; I never have; my father did. I was quite young when my father died; my elder brother used to sow. He is dead.

1758. Last year how much indigo did you deliver at the factory?—Last year, from four beegahs of land, I delivered 11 cart loads of indigo. I have never been to settle accounts, nor have I received anything from the factory.

1759. Have you sown this year?—I did not sow this year; they have forcibly ploughed up my rice and sown indigo on it.

1760. Has there been a suit against you for breach of contract?—I don't know; but I have heard that my property has been attached, I can't say for what reason; I, with other ryots, presented a petition to the Commissioner of Alipore on the 16th of Baisakh. I had previously presented a petition at the subdivision of Bongong, complaining that I was afraid of being apprehended, and also because the factory servants put a mark on our lands; my rice has been broken up on the 16th of *Jyeshto*; of this I have not complained at Bongong or elsewhere, through fear.

1761. As you have come here with some rice stalks in your hand from your own field, could you not have gone in the same way to the local authorities?—Two ryots of Ramkistopore presented a petition at Bongong about ploughing up these lands, whereupon they were pointed out to the assistant manager and put into confinement. I came round by the station of Kishnagur, went to Santipore, crossed the river, then walked on as far as Chandernagore, and then got on the train; five or six other men were with me. I am now living in Entally, in the house of a man named Amir, a firewood merchant.

Burgatulla.

15 June 1860.

1762. What is the name of the *dewan* of the factory, and can you say what his monthly pay is?—His name is Guru Dass Biswas. I don't know what his pay is, but one of the *amla* of the factory, Sarbo Biswas, whose pay is 3-8 a month, has built a pucka house in my village of Barobarri. I have seen it. The house has been standing for eight or nine years; formerly this man was glad to get rice to eat in the zemindar's house. His brother, Baoul Biswas, is a *mohurrir* of the factory.

1763. Do you clearly understand that you will get no redress here for any actual grievance or complaint?—Yes, but how am I to remain at home? All my family have taken refuge either with my sister's son or with my son-in-law.

1764. Mr. *Fergusson.*] Did you never receive a single rupee on any account from the factory?—No; not even for cart hire; no advances, nor for excess produce; I have received nothing for ten years, whatever any one else may say.

1765. *President.*] Then are we to understand that you have been going on sowing for the last eight or ten years, without receiving a pice?—Yes, I have sown on by compulsion, because my house is within the estate of which the factory has part in *putni* and part in *ijara*.

1766. Has anything been demanded from you in the shape of increased rent from the leaseholder?—I have said before, my proper rent is 24-8; instead of this, 30 rupees are taken, and receipts are given for this sum, but, besides, they levy four annas under the head of "general expenses" from me.

1767. Mr. *Sale.*] Where do you pay your rent?—I pay it to the *gomashta* of the factory, who has a *cutcherry* in our village.

1768. *President.*] When you pay rents and

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Burgutulla.

15 June 1860.

settle your account, do you not then take the opportunity to try and make up your indigo account? —No, I never tried it; besides, the *gomashta* who collects rents is not the *gomashta* who remains at the factory.

1769. Did you never try to complain to the assistant or to the manager?—I have done so, and have always been referred to the dewan, or the manager only sends a letter to the assistant by post.

1770. When the estate was still under the zemindar were not you then called on for excess payments?—If the owner calls on us to contribute to a *shraddho* we do so willingly, some four annas, some eight annas, some a rupee; I never gave anything for a marriage or for the *Doorga Pooja*, or for the weaning of a child, but I have been to Ranaghat to settle about my lands and have had something given me to eat.

1771. In your part of the country do not Hindoo zemindars sometimes let loose sacred bulls, who eat up the peasant's crops?—Yes, they do; when the bulls eat our crops, we drive them away; we don't beat or kill them.

ISHWAR CHUNDER CHOWDARI, age 52, Inhabitant of Baradee, Thannah Joydea, Zillah Pubna, Factory Dulnuggur, Salgurmudia Concern, called in; and Examined on Oath.

I. C. Chowdari.

1772. Baboo *Chunder Mohun Chatterjee.*] HAVE you been in the habit of sowing indigo, and have you sown indigo this year?—About seven or eight years ago I used to sow for the factory; I then ran away for two years on account of oppression, but the planter sent me a letter telling me to return to my homestead, and that I should not be oppressed again. So I returned, as it had been my ancestral abode for seven generations. The same thing however began again. I have two ploughs with four bullocks. The factory servants were sent to plough with my ploughs and bullocks. I have never taken any advances; I can't say what my forefathers did.

1773. Mr. *Fergusson.*] When you came back after the absence of two years did you not get any advances?—No, I did not. I went, to make my *salaam* to the *Sahib*; he told me to go and live in my house. I went, and found it a good deal in ruins, on account of bad weather, and some of my mango, bamboo, and tamarind trees had been cut in my absence.

1774. *President.*] What amount of *jumma* have you, and have you any dependant ryots?—I have a *jumma* of 105 rupees, and about 40 dependant ryots. My rate used to be three beegahs for the rupee; last month of *Chaitro* the planter measured my lands and wanted to assess them at one rupee a beegah. I have a *mourasi potta*, and so I did not agree. I was taken to the factory and was confined in the guard room in charge of the jemadar for three days. I did not complain of this when I was released, but my name appears in a complaint made with others, on account of general oppression; that complaint has been pending, and witnesses have been sent for.

1775. Are you aware that there was a new Act, called Act X., passed last year for the benefit of men in your situation?—Yes, I am; but I have not been able to avail myself of it, because I was afraid to go to Comercolly or Pubna. I could not get witnesses to appear. They were afraid to go. The *gomashta* of the sudder factory is Ram Anondo Biswas, and the *gomashta* of the Dalnugger factory is Huri Joardar.

1776. Has indigo been sown on your lands again this year?—Yes, on the 17th of *Jyeshto*, indigo was sown on my rice lands. I complained of this before the magistrate, and my petition was made over to the deputy magistrate, who advised me to make it up with the planter. My witnesses have been summoned, but no decision has been come to.

1777. Would it not suit you to sow a little indigo for the planter, on condition that your *jumma* should not be increased?—I have not made any such attempt, as I thought it no use. I am a respectable man, and I don't like to sow indigo. I can't carry the indigo on my head.

1778. Mr. *Fergusson.*] Has not Mr. Kenny made arrangements of this kind this year with the ryots, viz. that they should sow a small quantity of indigo, or pay an enhanced rate for all their lands?—No, I have not heard of any such arrangement.

1779. When you were confined were you never allowed to go out?—I used to be taken out in the evening when no one could see me. All I got was a little treacle and some *cherra* and *murkhi* (preparations of rice; the *murkhi* is rice boiled and dipped in treacle, the *cherra* is dry.)

1780. Were you beaten or ill-treated in any way?—No, I was not. They merely insisted upon my signing a paper about the rents. I gave two rupees bribe to the Burkundaz, and so got away.

1781. *President.*] You are a man of some substance, and you have two ploughs; what objection would you have to sow a moderate quantity of land with indigo for the factory, say a beegah or two?—If I undertake to cultivate indigo, the time of my servants is taken up by it. The *dewan* and *takidgir* pull the ears of my servants; they don't pull mine. It costs me 12 to 14 rupees a year in fees to the *amin* and *takidgir* to prevent oppression.

1782. If you will not sow yourself would you have any objection to let your dependant ryots sow for the factory?—If I talk to my dependant ryots about sowing indigo they abandon their homesteads, and go to another village. In my village there used to be 300 houses of ryots, and now there are only 100.

1783. Mr. *Fergusson.*] Would not the planter as zemindar lose very much if he drove away all the ryots?—No, he would not; he would sow indigo on the abandoned homesteads as well as on the ryots' other lands.

1784. *President.*] Where are you staying?—I am staying at a wood wharf at the house of a relative, Baikuntonath Choudhari.

1785. How long has the planter been collecting rents, either by lease or otherwise?—For the last 18 years. Formerly he had the lease; lately he bought some of the estates, *i. e.*, about four or five years ago.

1786. Can you read and write?—Yes, I read and write Bengali.

1787. When the land belonged to the zemindar did you not have to pay extra cesses?—No, we had not. In those days I had four ploughs instead of two. I had then 100 dependent ryots; now I have only 40.

1788. Baboo *Chunder Mohun Chatterjee.*] To whom did the zemindary belong?—To the late Dwarkanauth Tagore.

AMIR

AMIR BISWAS, Son of Kutub Biswas, Inhabitant of Matkoomra, Thannah Hobra, Zillah Baraset, Factory Hobra, called in; and Examined on oath.

1789. *President.*] ARE you still sowing indigo for the factory?—No, I have not sown for the last two years; I have a *jumma* of eighty-two rupees; when I used to sow indigo, I used to sow eight beegahs. I have three ploughs with 12 oxen.

1790. What has caused you to desist from sowing for the last two years?—I endured a great deal of oppression. Indigo is sown on my tobacco lands, which pay three rupees a beegah; that land only produced 10 to 15 bundles of indigo. Then I was charged 10 annas a beegah for seed. The *amin* and *khalassi* take four annas, and the other *amla* eight annas. Again, it costs me four to five rupees to prepare lands for tobacco. The four or five rupees go for manure and to raise the earth; besides that, there is the expense of ploughing, which is one rupee, and weeding, which is eight annas. After all this, I don't get a remuneration for 15 bundles of indigo, paid at five bundles a rupee. Suppose tobacco is cut in the month of *Magh*, the indigo is sown in *Chaitro* or *Baisakh*; after this we cannot sow tobacco, we might sow mustard, or some other grain.

1791. Mr. *Fergusson.*] But the expense of sowing and manuring the lands must have all been incurred for the tobacco; not for the indigo?—The first year that we prepare the ground, it does not produce so good a crop of tobacco as the second year. It is the second year that we have the best return. In my case I got the first year's crop of tobacco; the indigo was then sown, and after the indigo was cut, tobacco would not answer, coming after the indigo.

1792. If the indigo were not sown in *Baisakh* what would you do with the land?—I might sow early rice after tobacco, but in that case you could not sow tobacco again in the autumn; the proper plan is to keep the land only for tobacco, and to keep cultivating and looking after it for 12 months.

1793. Then unless the land lies fallow in the rains, a tobacco crop cannot be properly cultivated two years successively?—Tobacco lands every year require a little raising and manuring. If you do this and keep the ground fallow during the spring and summer, you can go on sowing tobacco for 15 or 16 years.

1794. But is not the custom in your district, when indigo is not sown on tobacco lands, to take a crop of rice off these lands?—Yes, it is the practice. Sometimes a man mortgages a couple of beegahs of tobacco lands and undertakes to sow rice on them, and, on the strength of this, he gets a loan.

1795. *President.*] State to us, how did you manage to escape sowing two years ago?—We brought complaints to the magistrate, and we were told that we were not forced to sow; protection was given, and so I escaped sowing, with some others.

1796. Mr. *Temple.*] What kind of protection was given you?—Police perwannas were issued to the Darogah of Thannah Hobra.

1797. Did the Darogah send any men to help you?—The Darogah went himself to the spot, and on one occasion the magistrate went also.

1798. What was the result of these visits?—The result was, that there was no breach of the peace, and we got protection.

1799. Since then has the planter had anything to say to you?—Yes, the planter tried to persuade me to sow. Sometimes he threatens and sometimes he persuades, but I am not to be caught in either way. *Amir Biswas.* 15 June 1860.

1800. What will you take now to cultivate indigo next season?—My caste, birth, honour, all go if I sow indigo; let "by-gones be by-gones;" I won't touch it again.

1801. *President.*] What return do you get from your tobacco lands, a beegah?—Sometimes 20 and 25 rupees; sometimes 30 rupees, and sometimes even 40 rupees.

1802. What other kinds of produce do you cultivate, and what return do they bring you?—Our principal cultivation is rice and tobacco; from a beegah of rice, if it is a bad return, it is five *arhis*, if a good return it is six and seven, and sometimes even eight *arhis*; according to the current bazaar rate, eight *arhis* would produce 16 or 17 rupees. Then, after this early rice, we may sow peas or linseed. The return from this might be three rupees, three rupees eight annas, or perhaps four rupees a beegah. From a beegah of late rice, if it was sown well out in the *jheel*, we might get 10 or 11 *arhis* of rice, and for the late rice, if planted with the hand, we might get six or seven rupees; besides this, I have a fruit garden, the produce of which I don't sell, I eat it.

1803. Mr. *Temple.*] What induced you in the first instance to engage in the cultivation of indigo?—The planter held out abundant hopes to us, that the land would produce 10 or 11 rupees worth of indigo, and besides, that we might get a crop of seed, which would be about 20 rupees. And for the first two or three years we did get something, that is to say, four or five rupees a beegah, but by degrees it fell off.

1804. Did you realise the promised seed crop?—Yes, the first year I made 13 or 14 rupees a beegah, gross return.

1805. Out of that 13 or 14 rupees, how much do you estimate as profit?—It is 20 years ago; I can't tell; my present estimate is based on my tobacco lands.

1806. In those days how many bundles did you give to the rupee?—Five bundles; but in those days 1,000 bundles used to produce from three and a half to four maunds, now they produce eight or 10 maunds.

1807. What is the cause of this difference?—Formerly they used to measure a cart-load of indigo, at five or six bundles, now a cart only gives from half a bundle to one and a half bundle.

1808. Is there now a difference in measurement?—I have not been to this factory for some time, I have been so harassed.

1809. In those days then indigo did not interfere with your tobacco?—In the first two years the two used to get on very well together, but after that things grew worse.

1810. *President.*] Have you any dependant ryots, and have they sown indigo, or are they still sowing indigo?—Yes, I have about 20 or 25 ryots, and they ceased to sow when I did. They got off because the *hakim* took our part.

1811. Mr. *Temple.*] If you got a profit of 14 rupees a beegah, combined with kind treatment

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Amir Biswas.

15 June 1860.

as you used to get, would you now be willing to sow indigo?—No, not for twice that.

1812. *President.*] Can you read and write?—Yes, I can read and write Bengali; I can't read the Koran; I have a *mulla* who does it for me, and my nephew can read it.

1813. Mr. *Fergusson.*] According to the factory accounts, do you owe them anything?—The accounts are not cleared, and I can't say.

1814. If you do owe any money to the factory would you pay it?—Yes, I am willing to pay my just debts, and if there be anything to receive, I ought to get it.

1815. If it had not been for the magistrate would you have gone on sowing indigo?—If they beat us and lay hold of us, we should be obliged to sow.

1816. Baboo *Chunder Mohun Chatterjee.*] What is the measurement of a beegah in your district?—Eighty-five haths, zemindary measurement, to the beegah. About the factory measurement there is no certainty.

1817. Mr. *Fergusson.*] Who is your zemindar?—Formerly the estate belonged to the Paul Chowdaries of Ranaghat, now it belongs to Debnath Chowdari of Satgarria.

1818. Does the zemindar make you pay for tobacco more than for other lands?—He requires more for tobacco, homestead, and garden lands from other ryots. But I have a *mourusi potta;* the estate only returned to the zemindar's hands lately, and I don't know what he'll do. But my *potta* is an old one, and the rate is the same for all the lands of my *jumma.*

The Rev. G. G. CUTHBERT'S Examination continued.

Rev. G. G. Cuthbert.

1819. *President.*] WOULD you please to state more fully to the Commission the reasons which made you take part in the discussion about indigo in 1856?—I mentioned some the other day, and will now add two or three more bearing on my own particular work. Our missionaries make extensive preaching tours in the cold weather, and almost always send their journals to me; and I found frequent mention of this kind of experience. On reaching a village where they were not known, and beginning to preach, the people used to ask them, "Is your religion that of *neel sahibs* (indigo planters), because if it is, we wish to have nothing to do with it, on account of the *klesh* (trouble, misery) which they inflict upon us." Again, they have said, "You profess to be our friends, and to come here to speak to us for our benefit; show us that you are so, by delivering us from these troubles, and then we will hear you." Further, what we desire to see in our Christians, and in the native peasantry generally, is an independent spirit, an ability to stand on their own legs, as it were. It seems to me that the connexion of ryots with indigo planting tends to repress that spirit; and further still, it is found in a thousand instances most difficult to improve the moral condition of a people whose social condition is extremely low; and hence Christian philantropists in England, such as Lord Shaftesbury, aim at raising the physical and social condition of the poorer classes, whilst seeking to benefit them religionsly; and we have thought that the poverty, distress, and unsettledness of mind, which the people complain of in indigo districts, stand in the way of their moral improvement, and their attention to religion: to use an eastern proverb, "An empty belly has no ears."

1820. The scene of the chief operations of the Church Missionary Society in Bengal being in Kishnaghur, you are of opinion that the facts you mentioned naturally pressed the condition of the ryots on you, as intimately connected with your missionary labours?—Yes; and not Kishnaghur only, but similar reports came from other districts in Bengal. I recollect at present Pubna, Rampore Bauleah, and Burdwan.

1821. The missionaries made their reports to you as secretary to the society; were you aware of the line of conduct adopted by the missionaries, and did you recommend any particular course that they might adopt?—They generally stated in their journals the answers they made to these objections; which answers were various, but usually to this effect: that those things were not their concern; that they compassionated the sufferings of the people, but that they came to speak to them on religious and not on temporal subjects, &c. As to the latter part of the question, I did not suggest any line of conduct; it was unnecessary to do so.

1822. During the late excitement, have you prescribed or enjoined on the missionaries any particular line of conduct?—Personally, I have not done so, for there was no occasion. I had ascertained from them what their line of conduct was; which was to discourage every kind of violent or illegal conduct on the part of the ryots. An indigo price current, published in Calcutta, on 8th March 1860, contained the following remarks, to which my attention was particularly called:—

"We deeply regret to inform you, that for some time the ryots in many of the largest indigo concerns in Bengal have evinced a disposition to break their contracts, and refuse to sow indigo, having been instigated thereto by evil-disposed persons, and aided by the police and some of the missionaries; emissaries have been travelling from village to village, stirring up the ryots to revolt, by telling them that the Government did not wish them to grow indigo, and giving them to understand they were not to sow," &c.

Upon this, I wrote to the compiler, to know upon what grounds he made the statement. I received the following answer:—

"Calcutta,
"Dear Sir, "16 March 1860.

"In the absence of Mr. R. Thomas, who is in England, I opened your letter to his address.

"The paragraph in our Price Current, about some of the missionaries inciting the ryots not to sow indigo, was put in in consequence of the receipt by the writer of a letter from Kishnaghur, containing the following remark: 'The two villages in Nischindepore giving trouble adjoin the village from which Padre Bomwetsch chose his wife, and both she and he are doing their utmost to make the ryots hostile to the factory.' And also because Mr. Terry, of Midnapore, stated openly, at the meeting of the Indigo Planters' Association, that a missionary in that district, whose name I forget, acknowledged to him that he told the ryots not to grow indigo.

"Should

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"Should we hear of any names, I shall be happy to give them to you.

"Believe me, &c.
(signed) "*J. P. Thomas.*"

I replied, showing that there was no ground here shown for the serious charge used against the missionaries, of "instigating the ryots to break their contracts." I required a retractation of the charge in the Price Current. This was promised conditionally; but the next issue contained no retractation of the unfounded charge. The compiler referred me, on my further inquiry for the reason of his not withdrawing the charge, to Mr. James Forlong, a gentleman to whom I did not choose to make any reference. There the matter ended with the firm of Thomas & Co. I wrote to the missionaries, inquiring whether they had given any grounds for such a charge, and here are their replies:—

[Mr. Cuthbert here read to the Commission certain extracts of letters from the Rev. Messrs. Schurr, Blumhardt, Dyson, Bomwetsch, Lincke, and Hasell, to his address.]

1823. Have you seen any of the ryots who have arrived from the disturbed districts, and can you say whether or not any persons have tutored these ryots as to their mode of giving evidence?—I have seen many of them. On the first occasion when they came down, hearing they were at our missionary station at Calcutta, I went to see them. They were some hundreds in number; there was no attempt made then to tutor them. The desire was to ascertain what they had to say, and for that purpose they were placed in groups, say five to ten persons from the same neighbourhood, with a native taking down an abstract of their statements. I think I should have heard of any of the missionaries attempting to tutor them, and I have not heard of it. In fact, it would have been impossible to "cram," as the newspapers allege, from 1,000 to 2,000 men, which was about their number in Calcutta at the time. Further, there was no necessity for it, as they were already cram-full, so to speak, with their own grievances, such as you hear in most parts of Bengal. And, thirdly, when the men whose evidence was actually taken were selected, I saw the President of this Commission selecting them from their intelligent looks, their difference of caste, and their residences in different parts of the country, so as to represent all classes of the peasantry.

1824. Mr. *Temple.*] Were these men generally the same men that you had seen in Mr. Long's house?—Many, or at least some of them, I know to be the same.

1825. Will you state how many men were in the compound of this office for one or two days that the selection was made?—I should think from 200 to 300.

1826. At Mr. Long's house what object did they assign for coming to Calcutta?—I did not hear them say, but I believe their main object was to present a memorial to the Lieutenant Governor on the subject of their grievances and the new coercion law.

1827. Mr. *Fergusson.*] Is it the case that Mr. Long ordered a day of humiliation and prayer at the passing of the Indigo Act?—I never heard of it; nor do I think it likely.

1828. Are not the natives and even your Christians very liable to be led by impulse or suggestions from others?—I think they are. But such suggestions must to a certain degree be in accordance with their own sentiments and interests.

Rev. G. G. Cuthbert.

15 June 1860.

1829. In the case of these indigo contracts, would not a very slight suggestion have led them to follow the course they have done?—I believe that for several years back the ryots have been strongly disposed to manifest their repugnance to indigo cultivation, and that a slight incitement would have encouraged them to do so.

1830. *President.*] Have you from facts brought to your knowledge formed any opinion as to the causes of the late excitement?—I have stated already that the people were decidedly and bitterly hostile to indigo cultivation. Several years ago I learnt from persons in constant communication with the ryots, that they were in a state of extreme irritation, and ready to break forth at any moment, and on any incitement. I think, that incitement came quite unintentionally from the present Lieutenant Governor, from some remarks made by him when visiting Kishnaghur in 1859, to the effect that the ryots should be left free to cultivate indigo, or not, as they chose. The excitement caused by this was strengthened by the letter addressed to Mr. Grote on the subject by the Officiating Secretary to the Government of Bengal, in October 1859, about a complaint against the planter of Bansberria. This led the ryots to believe that the Government were on their side, and in favour of their refusing to cultivate indigo. I think it likely too, that the people had taken a lesson from previous political events in this country, not only the mutiny, but the Sonthal rising a year or two before. The Sonthals had been much oppressed by native *Mahajuns*; they appealed again and again to the authorities for protection, but without success, which led them to believe that the authorities favoured their oppressors. They then resolved to rise and right their own wrongs. They did so. They were of course crushed by British power, but they gained their point. They made themselves feared, respected, and attended to. They are now a protected people under their own special Commissioner (since appointed), no man daring to oppress them. I think it probable that the people took a hint from this.

1831. Mr. *Fergusson.*] Is it not the case that the refusals to sow indigo have occurred chiefly in the neighbourhood of missionary stations?—I certainly think not. Because, when the excitement was at its height, its chief seat was said to be Malda, and some other places which I forget now, distant from our missionary stations at Kishnaghur.

1832. But have you not missionary stations in the neighbourhood of Hurra, Nischindipore, and Ruttonpore; and is it not in this neighbourhood that the ryots have shown the most strong disposition not to sow?—There are stations nearer Nischindipore and Ruttompore, and about five miles from Hurra. I can't say whether the strongest opposition appeared about these places. Most of the names of factories where the opposition has occurred, which names I have seen frequently in the papers, are unknown to me; hence I conclude, they are remote from our missions.

1833. Have you any objection to explain why the Church Mission Society has employed Germans rather than Englishmen?—It does not employ them rather than Englishmen. There have

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Rev. G. G. Cuthbert. 15 June 1860.

have been nearly as many Englishmen as Germans in the Kishnaghur district; I may add that the society had for many years an intimate connection with the Basle Missionary Society, from which it has obtained several of its best missionaries, such as Weitbrecht, Leupoldt, and others.

1834. Is it not probable that foreigners would be more likely to misapprehend the conduct of Englishmen planters than their own countrymen?—I think it is likely; but we find that these foreigners on other subjects form correct judgments.

1835. Of all these missionary gentlemen who have been examined here none could tell us the cost or profit of rice cultivation; do not you think that you and these other gentlemen may be mistaken about the indigo cultivation?—I am rather glad to hear that they could not tell the profits of rice cultivation, it shows that they do not meddle needlessly with what does not concern them. As to indigo cultivation, its details have unfortunately been forced upon our attention only too painfully.

[Commission adjourned at six P. M.

Tuesday, 16th June 1860.

PRESENT:

W. S. SETON-KARR, Esq., C. S., President.

Members:—R. Temple, Esq., C. S.; W. F. Fergusson, Esq.; Reverend J. Sale; Baboo Chunder Mohun Chatterjee.

JOHN O'BRIEN SAUNDERS, Esq., Editor of the "Englishman" Newspaper, called in; and Examined on oath.

J. O'B. Saunders, Esq. 16 June 1860.

1836. *President.*] WILL you state to the Commission the districts in which you have had experience in indigo planting?—Allyghur, Muttra, and Furruckabab, in the North Western Provinces. I have also been connected with indigo in the Allahabad district.

1837. Is the system much the same in these districts?—The same in all, with the exception of Allahabad.

1838. Will you state to the Commission, a general outline of the system adopted in these districts?—The growing of the indigo plant for factories in the North Western Provinces, is of very modern date; it began in 1827. Previously to that, the planters were only dealers in *gaud*, which is the *fecula* of the indigo plant manufactured by the natives themselves, and brought to the factories in a wet state; the standard of consistency it is agreed shall be that five seers can be lifted with one hand. We were in the habit of contracting with traders, merchants, and large zemindars for the purchase of this *gaud*, under advances; these advances were made on regular contracts; we contracted with dealers on a small scale, for, say, ten maunds, and with others, up to as high as 5,000, at the market rate. There was an immense trade in the North West Provinces, independent of the Calcutta market. The prices were fixed at the time of making the contracts, whatever the market rate of the day was. When the trade in *gaud* failed on account of an increased production of a finer quality of indigo in Tirhoot and Bengal, which drove that quality of indigo out of the market, we were compelled to construct vats, and change our system. We then had much difficulty in purchasing the plant, but we made the contracts with the same people, who used to give us the *gaud*, merchants, traders, and zemindars, and very lately with the ryots, as we had very little success in introducing that system in 1827-28; but in 1830-32, the failure of the great merchants in Calcutta shut up our factories, and they remained closed for three years. New people then purchased the factories, and they found a large cultivation of indigo in the country, independent of Calcutta: we were then able to contract for large quantities of plant at fixed prices from regular dealers. The people of the country were very glad to get the factories we re-opened, and willingly grew plant for the use of the factories on the known contract system.

1839. Then are we to understand, that at no time in your experience, you ever came to deal, for the most part, with the actual cultivators of the plant?—A proportion of our cultivation was with the cultivators, but the greater bulk of the contracts were with the traders and zemindars. Those contracts were for the plant by weight; the prices averaged from 22 to 27 rupees per 100 maunds of plant, and when we dealt with the ryots we gave two rupees less, or say 20 rupees. The weight was 96 pounds to the maund.

1840. Did you find it necessary to exercise any supervision over the ryots with whom you contracted, either as to the selection of land, rotation of crops, ploughing, sowing, weeding, and watering?—Over the zemindar we exercised a general supervision, to see that he cultivated as much land as would probably enable him to fulfil his contract. The ryot or actual cultivator we supervised more closely, to see that he sowed, watered, and weeded, and we supplied him with funds for each operation.

1841. How could you prevent that supervision becoming vexatious to the ryot; and could you be certain that each amount of funds supplied would be devoted to the proper purpose?—We have very little trouble with our cultivators; they

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they all understand their own interest fully, and are willing to fulfil their contracts. They all understand their own accounts, and in every village in the North-West there is a *putwarri*, or village accountant, who keeps the village accounts, both zemindary and trading accounts. There is a provision made for them in the revenue settlement. The terms of the contract were to pay in advance one-half at the time of the contract being made, which was not all given to the ryot at once, but distributed in each successive operation.

1842. Then are we to understand that the payments for the year to the ryot were fixed at the time of making the contract at the market rate?—At the market rate, and that market rate was very often not fixed for the ryots, until the price was settled with the principal *mahajuns* and large dealers, all cultivators wishing to get the best price going.

1843. Did you find it necessary to exercise any supervision over the traders?—None whatever; very often we did not even know where their cultivation was.

1844. What are we to understand by the term zemindar?—The owner of a whole village, or a large share in a village.

1845. Are we or are we not to understand, by the term zemindar, a person who is responsible for the Government revenue of 30 or 40 villages, or even of very large estates?—Yes, I mean proprietors of villages paying the Government revenue direct; there are many large proprietors to be found in the Allyghur and Furruckabad districts.

1846. Mr. *Temple.*] But does not the term zemindar apply to village communities, consisting of any number of small proprietors?—No, I do not mean to apply the term to the smaller proprietors; these I would designate as *Putti-dars* or *Biswadars.*

1847. Are not such small proprietors distinct from tenant cultivators, called *Kashtkars,* and corresponding to the cultivators of Bengal?—They are distinct from the *Kashtkars,* and pay their revenue direct to Government, paying rent to nobody; whereas the *Kashthar* always pays rent to some proprietor, and not revenue direct to Government.

1848. *President.*] Could you state the nature of the supervision you exercised over the zemindars?—The only supervision over the zemindar was when the sowing season came on; it consisted in taking a weekly examination of the arrangements he was making for cultivation, and the extent of land he was bringing under cultivation for us.

1849. Then you never interfered with the actual selection of the land?—No, never with a zemindar or a large dealer.

1850. Could you state what was the proportion you advanced to the cultivator when you made the advance?—The contract engagement was to advance one-half the price of the plant contracted for. For example, if a small proprietor contracted for 100 maunds of plant, he received an advance of the value of one-half, and he seldom delivered more than that half.

1851. Then at the end of the year, how did you square your accounts, and had you any bad balances?—There was always an average of balances against the small proprietor, which was carried forward to the next year.

1852. With the small cultivator, did these small balances terminate by their giving in a very good return?—Under a careful supervision, the balances are very small. The cultivation is not precarious.

1853. Baboo *Chunder Mohun Chatterjee.*] When the zemindars, traders, or ryots received advances, did they bind themselves to cultivate a certain quantity of land or to deliver so much indigo plant?—The contract was simply for plant, even with the smaller cultivators.

1854. Mr. *Temple.*] Your preceding answers, I believe, referred to small proprietors who pay the land revenue direct to Government; did you ever have dealings with the tenant cultivators, called *Kashtkars,* and subordinate to zemindars, and if so, were these dealings direct with these cultivators, or did you make them through the zemindar?—We dealt with *Kashtkars* or tenants at will, living in our own villages, or in the villages in which we were proprietors; but there are classes of *Kashtkars* in neighbouring villages not belonging to us, who are well off, having large holdings, with numbers of bullocks and ploughs; we contracted with them; in those cases we had never anything to do with zemindars.

1855. In these cases did you not consult the zemindar before making arrangements with the cultivators?—In some cases we arranged for the rent, so that the zemindar could not stop our crops, *i. e.* we guaranteed the zemindar's rent by previous arrangement, or we would get an acknowledgment from him that he had received the rents and had no claim against the cultivators.

1856. Did the zemindar never offer to you any opposition in these cases?—Never.

1857. Did you never engage with the cultivators without previously consulting the zemindar?—Yes, frequently.

1858. In such cases would no dispute arise between you and the zemindar?—Not since the 30 years' settlement.

1859. *President.*] For this supervision which you found absolutely requisite, was it necessary to keep up a large establishment?—No, very few peons were required.

1860. Mr. *Temple.*] Were *lattials* ever heard of?—Never in my time.

1861. But at any time, from say within the present century, have *lattials* ever been employed for the support of indigo cultivation?—No, never. It is true that at the beginning of the century, when the Doab was unsettled, armed men were kept at the factory for the protection of treasure and property.

1862. Has any class of men been employed in the North-Western Provinces corresponding to the *amin* and *takidgirs* of Bengal?—The peons that we employed are the *takidgirs,* who daily give in reports of the cultivation, but we had no *amin* to measure the lands, because with the traders we did not want to know where their cultivation was; with the zemindar and the small proprietor and cultivator the landmarks were so clear, and the division of the fields so well known, that we knew within a trifle how much land was irrigated and cultivated.

1863. Were not the field maps in every village and the accompanying records prepared under the direction of the revenue authorities, and kept by the *putwary* or accountant, sufficiently accurate and complete to be of assistance to you in your dealings with small proprietors and cultivators?—Yes, they were all very correct, but

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J. O'B. Saunders, Esq.

16 June 1860.

we seldom required them, as the *putwaries* and zemindar knew all the divisions thoroughly.

1864. Were the peons who were employed in the capacity of *takidgirs* numerous or few?—A factory manufacturing 100 maunds had six peons, three being temporarily employed for six or seven months, from the sowing till the close of the manufacture.

1865. Did you ever receive complaints from cultivators or proprietors of trouble from the peons?—I have sometimes had complaints, but these were very seldom. The peons were much more apt to combine with the cultivators against the interests of the factory; by that I mean that the peon would go and report a larger amount of land in cultivation than was actually there in existence.

1866. Did you keep what are in Bengal called *gomashtas;* and what were their duties?—We employed *gomashtas*, whose duty it was to draw up the contracts, make the bargains, ascertain the substantiality of the contractors, and pay the money.

1867. Were the advances made to cultivators and small proprietors, as well as to traders and zemindars, disbursed by the *gomashta*, and if so, were the disbursements made in the presence of an European assistant?—I had no rule on the subject; sometimes the disbursements were made in the presence of myself or of my European assistants, or by the *gomashta* himself, not in my presence, as the case might be.

1868. Was any *dustoori* levied with or without your sanction, by the *gomashtas* or peons, from the recipients of advances or cash payments?—No *dustoori* was allowed or sanctioned by me, but larger contractors, zemindars particularly, very often paid my *gomashta* a handsome sum to get him to induce me to make large advances, and I am aware of smaller cultivators or proprietors paying *douceurs* to keep on good terms with my *gomashtas*.

1869. *President.*] Can you state to the Commission the kinds of land on which indigo is generally sown in those districts, the time of the year in which it is cultivated, and the other crops, if any, which are raised on the same land?—The indigo is cultivated on the best lands, what are called the wheat and cottou lands. The indigo is sown in April, May, and June, on wheat lands, commencing immediately after the wheat is cut. There are no other crops at that season of the year except tobacco and a pulse, *chena*, but none of these are extensive.

1870. Is there any other crop besides wheat grown on the indigo land, that is to say, does the same land give two crops or three crops in the year?—The lands only give two crops, but the rotation is thus: the *rubbee* or spring crop is wheat; as soon as the wheat crop is cut, indigo is sown, and when the indigo is ready for cutting, a portion is left standing for indigo seed, which is ripe with the *khurreef* or autumn crop; that land is allowed then to remain fallow for the next *khurreef*. In the cotton lands which have been fallow during the spring, the indigo is sown, and in the season completely cleared off. The lands are then ploughed up and a *khurreef* crop sown.

1871. Did the indigo lands require much manuring, irrigating, and generally a high state of cultivation?—No, they require nothing but irrigation and careful weeding. The wheat lands have been irrigated during the wheat cultivation, and the cotton have been ploughed during the cold season. The soil is very light and easily ploughed.

1872. And could you always depend upon the contractors sedulously attending to all these operations without any admonition or injunction on your part?—We could not; they always required supervision and persuasion.

1873. Mr. *Sale.*] Do you think that the need of supervision arose from any dislike to indigo cultivation?—No, not the slightest, merely the usual indolence and indifference of the people of the country.

1874. Mr. *Temple.*] In cases where you contracted with large zemindars, in which the zemindars would arrange with their own cultivators, had you to exercise the supervision you have described?—Not nearly so much; and with some of the better class of zemindars and *mahajuns* we never troubled them on the subject; with such men I would contract as soon as with any Englishman.

1875. *President.*] Did the ryots cut and carry the plant, or how?—By the contract the plant was to be delivered at the factory. The factory people arranged over night with the different contractors the quantity of indigo each was to cut for the next morning, and carts or carriage were arranged to bring the quantity to the factory. If we found the carriage, the expense was deducted from the contractor's accounts. They frequently found the carriage themselves.

1876. When the plant was delivered at the factory, was there any confusion or difficulty about the weighing, supposing a large quantity came at once?—There was no difficulty or confusion. We always had a sufficient number of scales at work, or if a very large number of carts came at once, the assistant and the contractor would agree to take the quantity on the carts by estimate.

1877. Was an acknowledgment given to each contractor at the time?—Each contractor and each carter had a *furkhut* in which the quantity delivered was written, and also, on the part of larger contractors and others, there was a writer in attendance to check the quantity weighed for his master.

1878. Baboo *Chunder Mohun Chatterjee.*] Are not the indigo contracts written on stamp paper and signed by the parties before you give them advances?—The contracts are written out on stamp paper on all occasions except with the *mahajan*, or great zemindars, who always wrote their engagements on plain paper. I never knew of a contract being signed on blank stamp paper without the body being written out. I am aware that it has been done on a pressure of business, but that would only be for a day.

1879. Mr. *Fergusson.*] Did the people who contracted with you come willingly to enter into the engagements?—Yes.

1880. Did they admit that it was profitable, or did they generally complain, especially the small cultivators?—It was profitable to all the large contractors, who took a difference in price from their own cultivators, whom I have heard frequently complain that the indigo cultivation did not remunerate them.

1881. In fact, the actual cultivators in the Upper Provinces complained very much, as you have heard those in Bengal do?—I have heard the cultivators complain that indigo cultivation did not pay them, and if a money estimate were made of so much for irrigation, so much for weeding, cutting, and carting, it would appear to be a loss, but the indigo cultivation is entered into at a time when nothing else can be grown; and it

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509

J. O'B. Saunders, Esq.

16 June 1860.

it produces so much cash for the cultivator's labour, which he could not otherwise gain. I have no knowledge of Bengal except from reading or hearsay.

1882. Is it not found almost impossible to ascertain the exact cost of a crop, say of wheat in England, and must it not be still more difficult to ascertain the cost of such a crop as indigo in this country, where two or more crops are taken annually from the same ground, and so very little labour is paid for in money?—I think it is very difficult to arrive at the cost of any single cultivation on a farm; that the only method of making an estimate is to take the whole cost of the production of a whole farm, deducting its whole charge of management, and then apportioning the cost of each crop. The same thing is the case in indigo, and it is not more difficult here than in England, I should think.

1883. Have you found it necessary in the course of your indigo planting business in the Upper Provinces to purchase or take leases of zemindaries?—Not absolutely necessary; besides, it is a very difficult thing to obtain estates on any terms in the Upper Provinces. There is an advantage in becoming a landed proprietor, as it is easier to secure an indigo cultivation on your own estate than on a stranger's, besides its being safer.

1884. *President.*] Did you, in those three districts, carry on the cultivation by the factory servants, or what is commonly called *nij* cultivation?—I have tried a *nij* cultivation, but found it a losing transaction, owing to the neighbours and my own people plundering me, and selling to me my own plant. It was also an expensive cultivation.

1885. Mr. *Temple.*] What would your *nij* cultivation cost you per beegah, of the third of an acre?—Between 10 and 11 rupees, of which watering would be *Rs.* 4. 8 *a.*; rent, *Rs.* 1. 8 *a.*; weeding, *Rs.* 2. 4 *a.*; cutting, 8 annas; carriage, 12 annas; the latter varies according to distance.

1886. Do you suppose that this expense, incurred by a cultivator, would be about the same?—The cultivator's only expense is that of the rents, weeding and carriage; I mean actual outlay of cash.

1887. What would be the yield of plant per beegah, the third of an acre?—Fifty maunds of indigo plant is very good produce.

1888. What price would you give for that?—To my large contractors I should have given *Rs.* 12. 8 *a.* for the 50 maunds.

1889. Then the profit to the zemindar would have been about *Rs.* 2. 8 *a.*, and the interest of the money he received in advance; how would that profit be divided between him and the cultivator?—There would be scarcely any division of profits, but the mode of dealing between the zemindar and the cultivator was, that the zemindar gave the cultivator credit in his rent account, the ryot saved his wheat and gave the indigo he grew at 18 to 20 rupees per 100 maunds to the zemindar.

1890. But, on the whole, the practical result would be that nearly all the profit went to the zemindar?—Yes, if we estimate the labour of the cultivator at cash cost, the whole of the cash profit goes to the zemindar; but if not, the cultivator has an advantage in growing indigo.

1891. But considering the circumstances of the cultivation, do you consider that the cultivator's labour could fairly be valued at the same rate, as in the case of your *nij* cultivation?—Exactly the same, as an estimate; but the same number of people cultivating indigo could not find employment to hire themselves at these rates, and therefore it is profitable for them to grow indigo instead of doing nothing.

1892. Mr. *Sale.*] Has labour a market price in the districts of which you are speaking; and if so, is your estimate made with reference to the smallest price?—Yes, there is a market price; and any one wishing to hire would have to pay at the rate mentioned above.

1893. But practically, in the villages in the interior, is there any such demand for labour, and are the cultivators the classes who engage in such labour; that is to say, if a cultivator were not growing indigo, would he be hiring his labour at so much a day?—There is not that demand for labour, nor could the indigo cultivator find employment sufficient to make it worth his while to seek it and not grow indigo; these are not the classes that seek other labour than cultivation, nor would they seek day labour.

1894. *President.*] At the time when indigo seed is put in the ground, is there any other kind of cultivation going on in the North-Western Provinces?—There is no cultivation of any importance.

1895. Mr. *Sale.*] Do not these cultivators employ themselves in any other kind of productive labour?—They do not.

1896. Mr. *Temple.*] But supposing that your engagements were not made with a zemindar or contractor of any kind, but with the small proprietors or cultivators direct, in that case to whom would the profit of *Rs.* 2. 8 *a.* a beegah, and the interest of the advance, accrue?—In the case of a contractor being a small proprietor, I gave him a smaller price; that is to say, 22 rupees for 100 maunds, or 11 rupees a beegah, to cover the risk of the advance to a dangerous party. This would leave a profit of one rupee a beegah, which profit would be received entirely by this contractor.

1897. Then there would be a profit of three rupees an acre; now considering that besides this profit there would accrue to the small proprietor the profits of another crop in the year, and considering that the land tax falls at a rate of about two rupees an acre, would not a profit of three rupees an acre, if actually realised, afford a tolerable remuneration?—Under all the circumstances related, the remuneration to the cultivator, and more particularly to the small proprietor, is very good.

1898. Do you feel sure that the small proprietors and cultivators, dealing direct, did actually realise as much as three rupees an acre?—I have no doubt that if they cultivated their lands carefully they would get that return, and they do generally cultivate their lands carefully.

1899. Are not the small proprietors and cultivators in that part of the country a very industrious and laborious class, with a considerable reputation for husbandry?—Yes; in the immediate neighbourhood of my factories the villages are inhabited by *Jats, Koormis, Kuchis, Goalus,* and *Mewattis.* These ryots are all particularly good cultivators.

1900. *President.*] Have you any *Rajpoots* who cultivate indigo for you, and are they good husbandmen?—I had one factory in the midst of *Rajpoot* villages, and I never could get up a good cultivation; and the *Rajpoots* generally are not good husbandmen.

1901. Mr. *Temple.*] Did the *Jat* women weed the indigo?—Yes, and the *Koormi* women too.

J. O'B. Saunders, Esq.

16 June 1860.

1902. Did the small proprietors or cultivators with whom you were dealing direct, ever complain of the unprofitableness of the cultivation?—They never actually made a formal complaint, but they have frequently said that it was not profitable, probably with the intention of enhancing the price to me.

1903. But in most of the cases, were there any old balances or other circumstances which could induce these men to continue the cultivation against their will?—No, we were never able to compel them to cultivate, and frequently settled with them by letting them off considerable balances and by compromise. They were always willing to cultivate.

1904. If you had wished to considerably extend this kind of cultivation with small proprietors and cultivators, could you have done so?—Yes, I could easily have extended my cultivation, and would have found plenty of small proprietors to take my advances on contracts, but I preferred dealing with responsible parties, large zemindars, and *mahajuns*.

1905. Had you ever any difficulty in finding zemindars or *mahajans* to take these contracts, and could you have obtained such contracts to any amount?—I had no difficulty; the only limit was that of price and the quantity that my factories could manufacture. The cultivation is now largely increasing in the North-West, from the impulse given to it by high prices, and the expected short-coming in Bengal.

1906. *President.*] Were you dependent in the North-Western Provinces on showers of rain for sowing indigo, or could you irrigate the lands and then sow?—Our principal cultivation is entirely irrigated; we have no rains in the North-Western Provinces in April or May. We also have a cultivation of a rain crop of indigo, which is very precarious, and very limited in extent. It is sown by the cultivator entirely on chance. It costs him nothing but a small rent and weeding.

1907. Then it is not necessary that all your sowings should be got over in a short space of time, and by irrigation you can spread the cultivation over a long period?—No; it is not necessary. It is a slow and gradual cultivation, dependent on physical labour, and not much on the caprices of the season; the profit and loss will, to a certain extent, depend on the rains, because the irrigated crop comes to maturity in the rainy season (August).

1908. Is the return very liable to be affected by too much or too little rain after the end of June?—The ryot suffers by too little rain. The manufacturer by too much. The plant grown under heavy rains gives less leaf and less dye, but weighs heavy. It runs to stick.

1909. Is there any cultivation in the North-Western Provinces carried on, on the banks or islands of the Ganges or Jumna?—There are *churs* on the Ganges, but the inundations set in long before our indigo would be ready.

1910. Could you give us any idea of the greatest extent of cultivation which you have superintended in those three districts, with its return in maunds?—The cultivation in my own concern in Allyghur was 8,000 beegahs; the average return was about 800 maunds.

1911. Will you explain the system of cultivation in the district of Allahabad?—In Allahabad contracts are made at 20 rupees the 100 maunds of plant; the lands are specified and carefully selected. There is no irrigation, and the indigo is sown only in the rains; that cultivation is cut in September, and the *khoontee*, or stubble, is retained for the next year. The contracts are always for two years, so as to include the second year's return. In the North-West the cultivators have to find their own seed, but in Allahabad seed is given them by the planters. The contractor receives advances for his first or rain crop, and again advances on his *khoontee*, according to what the out-turn of the rain crop may be. He receives credit for the quantity of plant he delivers from both crops. These engagements are made entirely with the cultivators, and seldom or never with the zemindar. I had nothing to do with advances to merchants in Allahabad.

1912. Did you never experience any opposition from the zemindars?—Yes; some of them would not allow indigo to be cultivated in the villages. I don't think that they like the cultivators to enter into engagements with the factory. There was always a certainty of the cultivator taking more advances than he would cover with his plant.

1913. Mr. *Temple.*] In those cases where the zemindars were consenting parties to your contracting with their cultivators, had you to give any kind of bonus to the zemindars?—No; I was never asked; all I had to do was to stand security for the cultivator's rent.

1914. Had you ever to pay up the rent in consequence of this security?—Yes; I generally paid the rent, *i.e.* it was understood that I was to pay the rent as part of the advance.

1915. Mr. *Fergusson.*] In the North-West Provinces, is there not a summary process, which enables a planter, who has advanced for a crop, to attach it or any other crop on the ground, in the event of the default of a ryot?—No; my only remedy in such a case would be the civil court.

1916. Mr. *Temple.*] In the Allahabad district, was the cost of cultivating indigo less than in the districts of Muttra, Allyghur, and Furruckabad?—Yes; the cost is much less as regards irrigation, but more ploughing and weeding are required. On the whole, however, the cost is less.

1917. Then on the whole, how much profit did the Allahabad cultivation obtain per beegah?—The crops at Allahabad are much more precarious, being entirely dependent on rain, and the *khoontees* are liable to suffer from frost, but in a good season it paid the cultivator very well indeed. As far as my experience goes, the result is very much the same in both parts of the country.

1918. *President.*] Did you find it necessary to exercise a more strict supervision in Allahabad?—Yes; it required a much more strict supervision in the selection of the lands; and on account of the differences between the zemindars and the grazing of cattle on the *khoontee* lands, I believe that if you had the same number of factories and the same extent of cultivation in Allahabad as in Kishnaghur you would very likely have had the same trouble.

1919. Mr. *Temple.*] How many concerns and factories are there in the Allahabad district?—One in Allumchand, in that part of the district which is called the "Doab;" and one at Koorsand, in that part of the district called "Trans-Ganges;" each concern had several factories, and the cultivation extended over many villages; our cultivation in Koorsand has sometimes extended to 1,200 beegahs, of the large size, which is nearly equal to the Tirhoot beegah.

1920. Can

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571

J. O'B. Saunders, Esq.

16 June 1860.

1920. Can you form any idea of how many villages were connected with these transactions? —Perhaps 200 in each concern.

1921. Are there not upwards of 4,000 villages in that district?—I have heard so.

1922. Did the cultivators often complain to you about indigo?—Yes, in the usual general way.

1923. Were these arrangements made entirely with cultivators or with small proprietors?—Partly with both.

1924. Then with the small proprietors the profits must have been much the same as you have described in the Allyghur and Muttra districts?—Yes, I believe so; very much the same.

1925. Did the non-proprietary cultivators complain of indigo cultivation not being profitable?—Yes; I have frequently heard the same remark made, that it did not pay.

1926. Was the same remark made by the small proprietors?—Yes; on the whole, it was.

1927. Were the lands selected, those which would grow superior crops, say sugar-cane, safflower, tobacco, &c.?—Yes; we were always anxious to get the best lands, but year after year, the value of produce rising, we found it difficult to get the best lands, and were obliged to be content with inferior lands; and I understand it is now very difficult to get lands at all, at the old rates, for the indigo cultivation.

1928. *President.*] How were the selections of the lands made; was it by local inspection?—We were obliged to employ our European and Eurasian assistants to go and inspect the lands offered to us, and to select carefully the best we could get.

1929. Then are we to understand, that without such inspection you would have been put off with very inferior lands?—Yes; very inferior lands.

1930. Can you account for this difference between the cultivators of Allahabad and those of the North-West?—Yes; the occupancy of the lands for two years was a very great objection. The occupancy in the North-West was not more than six months.

1931. Mr. *Temple.*] What was the reason that you gave a lower price for 100 maunds, as compared with the North-Western districts; especially considering the disadvantages you have just mentioned as peculiar to Allahabad?—The difference is in the history of the trade of the two districts. The price established at Allahabad is one of a very old date, and has always continued the same; and there is no market for indigo; whilst in the Upper Provinces the trade in plant followed on an extensive trade in indigo in another form; and there is a market as well as for the plant, as there is a large export of indigo from those provinces to the Punjaub, Rajpootana, and Central India.

1932. A profit of three rupees an acre for a whole year would, after paying the land-tax, not leave much more than *Rs.* 1. 8 *a.* to the acre as profit, even if it left that to the proprietor. Now, setting aside the superior crops, could not a cultivator in that district make much more profit than that by cultivating wheat, Indian corn, oil-seed, rice, or mustard?—The indigo crop at Allahabad is so dependent on the seasons that I have never been able to come to a fair estimate of an actual profit. I believe any other crop whatsoever is more profitable than indigo, but few crops provide a cash advance so readily as indigo.

1933. Such being the case, how did you manage to induce independent proprietors to undertake the cultivation?—The necessity of obtaining money on great occasions, as a marriage, or for rent to save an estate, or to meet a decree of court, would drive the small proprietor to the factory to offer his best lands to get large advances. I have known some of the large zemindars with a heavy suit in court come on the same errand.

1934. Besides this, had you any other opportunity of offering any collateral advantages to contractors, whether cultivators, small proprietors, or zemindars?—I know of none; the only opportunity I had of offering such collateral advantages was in estates belonging to myself.

1935. In those estates, what collateral advantages did you offer to the cultivators?—I could only offer them advantages as rent-payers.

1936. Did you ever offer the cultivators in your neighbour's estates to protect them against their landlords if they would sow indigo for you?—They never made such overtures to me, nor did I ever hear of such a thing.

1937. *President.*] Had you ever an occasion to offer your own tenants a decrease in their rents, provided they agreed to sow indigo?—Yes; I had an arrangement on my own estates, by which the cultivators agreed to sow one beegah in six with indigo; and on that understanding their rents were lower than if they had been treated entirely independent of indigo; and as rents were rising around us, we never increased the rents of our cultivators.

[Commission adjourned at 5.30 P.M.

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Tuesday, 19th June 1860.

PRESENT:

W. S. SETON-KARR, Esq., C.S., President.

Members:—R. Temple, Esq., C.S.; W. F. Fergusson, Esq.; Reverend J. Sale; Baboo Chunder Mohun Chatterjee.

ROBERT THOMAS LARMOUR, Esq., General Mofussil Manager on the part of the Bengal Indigo Company, residing at Mulnath, Zillah Nuddea, called in; and Examined on oath.

R. T. Larmour, Esq.

19 June 1860.

1938. *President.*] WILL you please state to the Commission in what other places you have had experience in indigo planting besides Mulnath?—I have had experience in Pubna, Rajshye, Moorshedabad, Burdwan, and Jessore.

1939. Will you state the whole extent of cultivation under your present management in *nij* and *ryotti*?—The cultivation of the Bengal Indigo Company consists of 75,000 beegahs, of which 61,000 beegahs are *ryotti* and 14,000 *nij-abad*. Of the above quantity, 29,000 beegahs are under my immediate supervision; of this, 2,000 beegahs are *nij* cultivation, and the remainder *ryotti*.

1940. Is your *nij* cultivation carried on in *jotes* held by the factory, and by an establishment of ploughs and bullocks maintained by the factory, or by ploughs and bullocks hired temporarily?—The greater proportion of the *nij* cultivation is carried on in our talook villages; the remainder we hold in *jotes* and leases, and a portion we also hold under no documents at all, these lands having been in cultivation since the factory was built. The rents of the latter mentioned lands are paid direct to the zemindar. The greater portion of our cultivation is *kapani*, or land dug with the *kodali*; we also keep an establishment of ploughs and bullocks. In the Mulnath concerns, the *nij-abad* cultivation is dug by *Boona* coolies, of whom we employ 600. We have no ploughs.

1941. Then after the land is dug, do you cultivate by hiring ploughs?—The land first receives one *kopani*, or digging, and is then again dug. On rain falling the seed is sown, and the *mui* passed over the land. There is no necessity to employ bullocks, except for the purpose of giving the *mui*.

1942. Will you state the rate at which the bullocks were paid for for the *mui*?—The rate paid depends entirely upon the distance the cattle have to go to the *nij-abad* land. Each man with two bullocks receives from two to three annas per diem.

1943. Could you state how many bullocks are required for your 2,000 beegahs of *nij-abad*?—Two hundred and fifty pairs.

1944. Do you find any difficulty in obtaining that number?—The *nij-abad* being in different places, is scattered over 15 villages and the *churs* attached to them, and there is never any difficulty in obtaining *muis* for a day or even a couple of days, which is the only time they are required during the sowings.

1945. Are the *nij-abad* sowings in Mulnath mostly October or April sowings?—They are entirely spring sowings; we have no October sowings in Mulnath.

1946. Does the *nij-abad* preparatory cultivation go on at the same time as the *ryotti* cultivation of indigo?—The *nij-abad* cultivation begins in October and the *ryotti* cultivation in February, after the tobacco crop has been taken off the lands. The *ryotti* and *nij-abad* sowings take place on the fall of the first shower of rain in spring.

1947. Then does it ever happen that there is any interruption to the ryot's rice cultivation, owing to the necessity of putting the indigo seed into the ground, and the bullocks being required for the *mui*?—The ryots, *mui* being only required for one day, and that generally before their rice cultivation has even been commenced—their giving their bullocks for the use of the *nij-abad* causes them no great inconvenience, and, at that season of the year, no loss.

1948. Then are we clearly to understand that you have never had complaints made to you by ryots to the effect that the bullocks that they required for their rice lands were taken away for the *nij-abad* of the factory?—I never had any complaints; the ryots willingly gave their bullocks for a day.

1949. What proportion of *muis* are required to any certain extent of *nij* land?—One *mui* will do eight beegahs of land in a day.

1950. Is it ever necessary to repeat the process of the *mui*, or will once suffice?—If the rain has been very heavy and the clods well broken, one *mui* will generally suffice; but if the rain is light and the clods not thoroughly broken, it will be necessary to repeat the *mui* the next day.

1951. At what time and in whose presence are the ryots usually paid for the use of their bullocks?—The ryots receive two annas each as advance previous to the rains, and the money in this instance is advanced by the *nij-abad amin*, and whatever balance the ryots have to receive, is paid either by myself or my assistant immediately after the sowings.

1952. What other concerns besides Mulnath are under your management?—The Katgarra, Baraset, Kalbolia, and Patkabarri concerns.

1953. Could you state generally how the *nij* cultivation is carried on in each of these concerns?—In Katgarra, Kalbolia, and Baraset, the land is almost entirely *kapani* (dug). In the Patkabarri concern the sowings are nearly all made in October. Previous to the inundation all lands are *pochaneed, i. e.* ploughed over, and the weeds are allowed to rot in order to manure the land, and on the inundation receding the lands are sown *chittanee*, or by scattering the seed without ploughing.

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ing. A great number of ploughs are employed during August and September when the ryots have no ploughing of their own to do. In the Kalbolia concern they are never employed except for a day, or at most two days, during the sowings. In Baraset the establishment is quite sufficient without employing ryot's ploughs on any occasion.

1954. Then we are to understand, from the causes above stated, that, in your opinion, in no one instance is there any serious interruption to the agriculture of the ryot, owing to demands for labour on account of the *nij-abad ?*—Yes; there is never any serious interference to the ryot's own work.

1955. Is the *nij* cultivation the largest in proportion at Mulnath, or what is the proportion of the other four concerns to *ryotti ?*—The *nij* cultivation of the Mulnath concern in proportion to the *ryotti* is one-fifteenth. In Kalbolia it is one-fourth; in Patkabarri it is one-third; in Katgarra it is one-twentieth; in Baraset it is merely nominal.

1956. In the four concerns where it is not nominal is the *nij* mainly within the limits of the Sudder factory, or is it allotted amongst all the out-factories?—It is scattered all over the concern, some factories having 50 beegahs, others 600 to 1,000.

1957. Is the greater portion under the immediate superintendence of the Sudder factory?—Yes, it is so generally. In the Mulnath factory there are 300 beegahs of *nij-abad*, and in the Bagardanga factory there are 600.

1958. Do the *Boona* coolies live habitually at each Sudder factory, or are they distributed in due proportion at the various out-factories?—They are invariably confined to one factory, in proportion to the amount of cultivation.

1959. Could you give us the details of the expense of cultivating a beegah of *nij-abad ?*—Yes.

	Rs.	*a.*	*p.*
First *kopani* or digging - -	1	4	–
Second ditto - - - - -	–	10	–
Sowing expenses, *mui*, &c. - -	–	4	–
Ura backcha, or collecting roots of long grass thrown up by preparing the ground - - -	–	2	–
Weeding fresh weeds - - -	–	5	–
Land rent - - - - - -	1	4	–
Cutting - - - - - -	–	5	–
Carting - - - - - -	–	12	6
Seed at the market price for the year - - - - - -	2	–	–
TOTAL - - - *Rs.*	6	14	6

1960. Are the operations of weeding, cutting, and carting performed by the factory coolies?—The weeding and cutting are done by the *Boona* coolies. Carting and boating is done by the ryots, not by our own establishment.

1961. At what rate are the ryots paid for carts or boats?—They are paid for carts generally per 100 bundles, the average being from four rupees to *Rs.* 4. 8 *a.*, according to the distance. In some factories they are paid by the day, at the rate of *Rs.* 7. 8 *a.* a month. Boats are paid for at three rupees a hundred bundles, according to the distance. For instance, if four miles off, carts would be paid at the rate of *Rs.* 6. 8 *a.* for 100 bundles, and a mile off, at *Rs.* 2. 8 *a.*

1962. You have stated that some of your *nij* cultivation is carried on mostly in your own talooks; have you obtained the *jumma* within those talooks, or how did you obtain the actual occupancy of the land?—The land is in most instances bordering on the river, and the greater proportion of it is *khass* land, or the land of the home farm. Other land is obtained from the ryots, and the rents are paid to them. The *chur* lands about Mulnath, on which the *nij* cultivation exists, are mostly resumed *chur* lands, of which a settlement has been entered into with Government.

1963. Should a ryot die or abandon his homestead, do you generally establish another ryot in his place, or do you secure the land for the factory *nij-abad ?*—We invariably endeavour to settle another ryot on the abandoned homestead or *nuksani jumma*, failing which, should the *bereta* or homestead lie convenient to other *nij-abad* lands, we would not allow it to remain fallow, but cultivate it as *nij-abad*.

1964. Mr. *Fergusson.*] Have you been anxious lately to extend your *nij-abad* cultivation or not?—No; our object always is to decrease our *nij* cultivation and increase the number of our ryots.

1965. Baboo *Chunder Mohun Chatterjee.*] What would be the produce of each beegah of *nij*, the total expense of which you have stated to be *Rs.* 6. 14. 6. ?—The average return of the Mulnath *nij* cultivation last season was 24 bundles per beegah.

1966. Mr. *Fergusson.*] Is the expense of the *nij* cultivation at Patkabari, or where there are October sowings, the same or less than you have stated?—The expenses at Patkabari are one-third less than at Mulnath.

1967. Mr. *Temple.*] What is the average yield of the *nij* at Patkabaree in a fine season?—About 10 bundles.

1968. What is the reason that renders you anxious to diminish your *nij* cultivation?—It is always a great advantage to us to increase the number of our ryots; and as the Bengal Indigo Company's cultivation lies principally within their own talooks, the more ryots we can induce to settle by giving up our *nij-abad*, the greater the value of our landed property.

1969. Do you generally find the *nij* cultivation profitable?—Yes, it is profitable.

1970. You could then extend it considerably with profit to the concern?—No, not without ousting the ryots and taking their lands. In the Khalbolia concern, for instance, of late years, we have thrown up a great deal of *nij-abad* cultivation, which could not now be resumed without driving away hundreds of ryots, who cultivate a small proportion of the former *nij-abad* with indigo.

1971. Is *nij* cultivation more profitable on *chur* lands than on high lands?—It is; and it is only on *chur* lands that any quantity of land fit for *nij-abad* can be procured in one place, whereas on the high lands, supposing lands to be obtainable, they can only be obtained in scattered pieces, and this is one cause of the distinction between high land factories and the *chur* factories. In the *chur* factories the lands lie compactly together to a considerable extent, and can be supervised much more cheaply and readily than high lands.

1972. Then on the high lands there would be no hope of *nij* cultivation answering unless considerable tracts of land lying together could be purchased, which is an extremely improbable event?—Yes; it would be impossible to carry on a *nij* factory where the lands should consist only of high lands, few villages having more than

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R. T. Larmour, Esq.

19 June 1860.

150 beegahs suitable for indigo cultivation of any kind.

1973. Mr. *Sale.*] Are we to understand that your unwillingness to increase your *nij* cultivation does not arise from any difficulty in getting labour?—Labour can be had to any amount, that is, if we found it advantageous to increase our *nij* cultivation.

1974. When you say that labour can be had to any extent, do you refer to the labour of *Boona* coolies or to indigenous labour?—I refer to *Boona* labour principally; our *nij* cultivation being mostly *kopani* or by digging.

1975. Mr. *Temple.*] Are most of your *Boona* coolies old servants?—Most of them have been settled at the different factories for years, with their wives and families; and many of them have taken to cultivate indigo on their own account, and not as part of the *nij*.

1976. Do such persons receive wages for work they may do, in addition to the profits of the indigo?—Yes; they are paid by piece work, so far as regards cultivation, and during the manufacturing, they are paid at the rate of four rupees a month for beating the vats, &c.

1977. Mr. *Sale.*] Do you find the *Boona* coolies more efficient as workmen than indigenous coolies?—Yes; I think, generally speaking, they work with much better heart and temper than the Bengali coolies, and are always ready to put their hand to any thing.

1978. *President.*] Are the details of the expenses of the *nij* cultivation which you have given calculated at the market rate, or at so much per piece, which you pay to your *Boona* coolies?—They are calculated at the rate we pay our factory coolies for piece work.

1979. Mr. *Fergusson.*] Would the land which you cultivate for *nij*, say at Mulnath, be cultivated otherwise, if you did not so use it?—It being principally low *chur* lands, it would answer for no other crop but indigo.

1980. Baboo *Chunder Mohun Chatterjee.*] Are you quite sure that one *mui* with two bullocks will, in one day, be able to go over six or eight beegahs of land?—Yes, I have no doubt of it.

1981. Mr. *Sale.*] You stated in a former answer that the ryots do not complain, and that they give their bullocks willingly for the *nij* cultivation; are we to infer from that, that you have encountered no opposition from the ryots, as far as the *nij* cultivation is concerned?—No; I have never encountered any opposition from the ryots.

1982. *President.*] Are we to understand that the *ryotti* cultivation, which at Mulnath is 27,000 beegahs, is mostly carried on within estates held by the concern?—The greater proportion of the *ryotti* cultivation is on our own talook and *ijara* property; of the whole cultivation of the Bengal Indigo Company, 58,000 beegahs lie within our own zemindaries, *putnis* and *ijaras*, and 17,000 beegahs lie within villages, over which we have no control, and in which we have no interest; familiarly known as *be-ilaka*.

1983. In these latter villages, where you have no interest, have you experienced any difficulty in inducing the ryots to cultivate, or have you had any interruption from ryots or from zemindars for the last few years?—The ryots of the *be-ilaka* villages, unless when instigated by the zemindars, have caused me no difficulty as regards the cultivation. They have, generally speaking, cultivated the lands as readily as our *ilaka* ryots. The ryots of Sham Chunder Paul Chowdari, at the beginning of the present season, being instigated by their zemindar, and also being under the impression that the deputy magistrate of Kullaroa would support them in not carrying out their indigo engagements, refused to cultivate their lands as usual. These are the only *be-ilaka* ryots within Mulnath which at one time showed opposition. I would also mention that ryots who have never held advances from the Mulnath concern, and who are *be-ilaka* ryots, have this year, since the passing of Act XI., come in and taken advances, and sown indigo for the concern. I have never experienced any interruption from any zemindars, except Sham Chunder Paul Chowdari. The village I allude to is Barrobarri, attached to the Mirzapore factory.

1984. Then are you of opinion that you would be able to extend your cultivation in villages in which you had no rights without difficulty, or without first obtaining the consent of the zemindar?—No; it would be necessary to obtain the consent of the zemindar, without whose consent no indigo could be grown.

1985. And for that purpose would you probably have to pay a bonus, or make the zemindar a present?—That would depend greatly on the character of the zemindar; many of them would not accept of a bonus. For instance, the zemindars of Taki and Goberdanga would not accept of a bonus. Merely asking their consent would do. They would either give it or withhold it.

1986. Mr. *Sale.*] Generally speaking, have you been able to obtain the consent and co-operation of the zemindar, without the offer of a bonus, in engaging the *be-ilaka* ryot?—Yes, generally speaking, I have not had to offer any bonus.

1987. Mr. *Temple.*] Do you believe that by offering bonuses to zemindars you would be able to considerably extend *be-ilaka* cultivation?—No; I don't think I would, to any great extent.

1988. Do you think that you could make contracts with zemindars to procure you a certain amount of indigo cultivation within their estates on certain terms?—I don't think that any zemindar would interest himself sufficiently to make it remunerative to me to pay him what he would be likely to demand for such services; *i. e.*, if I made an offer of a sum I could afford to give, he would probably not undertake to do it for less than double the amount. But I can't say that I ever tried the experiment.

1989. *President.*] Do you think there would be any use in endeavouring to contract with the zemindar that he should sow indigo by means of his ryots, and deliver either so many hundred bundles, or so many maunds of weight for manufacture, you exercising no supervision over the cultivation?—Not in the slightest; the indigo crop requiring such extreme supervision, no zemindar could undertake such an arrangement successfully; I mean nothing short of European care and energy could produce a crop of indigo.

1990. Mr. *Temple.*] Are you aware that in the North-West Provinces engagements of this kind are entered into, both with large zemindars and other contractors: do you think that there is anything peculiar to Bengal to prevent a similar arrangement?—I have understood that indigo is prepared and manufactured by the ryots of the North-West Provinces, and then carried to the factory in mussuks or skins, where it is afterwards boiled down and made into cakes, but the indigo is of such a quality that it hardly repays the cost of production, and it is only when the market is extremely high that such indigo is saleable; but I

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was not aware of zemindars engaging to deliver indigo plant.

1991. With reference to the European care and energy required for the cultivation of indigo, is there no other crop in Bengal cultivated solely by natives, which requires these qualities in an equal degree, as for instance, betel-leaf tobacco, and sugar-cane?—No crop cultivated in Lower Bengal is so precarious as that of indigo, and when native superintendence fails, it is because they are never ready when the time comes. The energy of the European has the crop sown in the morning, whereas, if left to the native, it would not be sown till afternoon, when it would be a failure in consequence.

1992. *President.*] Have you never seen ryots going out cultivating their rice lands early in the morning, and working from seven or eight o'clock till 11 or 12, in the month of April?—Ryots generally work on an average about three hours a day, and often and often I have seen ryots lose the rice season, by not taking advantage of the rain when it fell, or not cutting their crop when it was ripe. I have frequently seen ryots at work early in the morning; in fact it is only in the cool of the morning that they do work.

1993. Can you state the extent of *ryotti* cultivation in the Bengal Indigo Company's villages, where the concern has rights and interests?—The Bengal Indigo Company have *ilaka* cultivation in 595 villages, and the cultivation of 58,000 beegahs; the annual *jummas* of the above villages consist of: *ijara*, or lease, 142,000 rupees, 166,000 putni rupees, 14,000 zemindary rupees. The total amount of the Bengal Indigo Company's collections is, in round numbers, 3 lacs and 22,000 rupees. Besides this we have *jotes* and *mourusis* (holdings and old hereditary tenant proprietorships), making a total of 3 lacs and 40,000 rupees.

1994. Were the zemindaries mostly purchased by public auction or by private transfer?—Both zemindaries and *putnis* were obtained by private purchase.

1995. In obtaining either *zemindaries, putnis*, or leases, did you meet with hard or favourable terms?—With one or two exceptions, previous to 10 years ago, the purchases were made on easy terms; all recent purchases have been made at an increased expenditure of 100 per cent. on the rates formerly paid.

1996. Mr. *Fergusson.*] In the cases of *ijaras*, or leases for short terms, have you not always had to pay enhanced rent for the increase of the rental you may have effected, and also a corresponding *bonus?*—In the renewing of *ijaras*, there is generally an increase on the *jumma*, as also on the amount of *salami* paid to the zemindar; and latterly we have had to pay enhanced rates on *salami* as well as on the annual rental.

1997. *President.*] Has the enhanced rate been in any instance more than you could fairly cover by your collections from the ryots?—Yes, invariably so. For instance, on an *ijara* of 9,000 rupees *jumma* which is renewable every four years, I have to pay a *salami* on each occasion of renewal of 4,433 rupees, and on that *jumma* of 9,000 rupees, I have a yearly loss of 800 rupees. In another instance, I have had to renew an *ijara*, the *jumma* of which was 4,092 rupees, paying a *salami* of 2,216 rupees, presents to *amla* 1,065 rupees, and an advance or *peshgi* of 30,000 rupees at an interest of only six per cent. In another instance, I was obliged to take a lease, the *jumma* of which was 5,775 rupees, for which I had to pay *salami* 1,200 rupees, *amla* 600 rupees, and an advance or *peshgi* of 4,000 rupees, for which I only received three per cent. I give these as mere instances of what is paid in the renewal of *ijaras*.

1998. Mr. *Fergusson.*] Can you tell us to what extent of indigo cultivation the instances you have mentioned would apply?—Yes; these three instances include about 3,000 beegahs of indigo cultivation.

1999. *President.*] In those instances, did you endeavour to make up the increased rent demanded from you by increased collections from ryots?—No, we made no attempt to increase the *jumma* of the ryots; and all our *ijaras* are held at a loss.

2000. In the case of *putnis*, did you ever attempt to cover the purchase money by extra collections from your ryots?—After taking a *putni*, we measure and assess the village to what we consider a fair rate, those rates being *basto* or homestead 2 rupees per beegah, *baghat* or garden 2 rupees 8 annas, *mattan* or field 8 annas.

2001. Baboo *Chunder Mohun Chatterjee.*] Do you charge the ryots with one or two annas per rupee as *ijaradari* fees?—Not in all: *ijara jummas* of upwards of 50 rupees pay an *ijaradari* of half an anna, other *jummas* one anna per rupee, and many ryots do not pay any *ijaradari* at all, such as substantial ryots.

2002. Mr. *Fergusson.*] Have you measured and settled zemindaries and *putnis* to any great extent, and have such settlements increased or diminished the ryots on these properties?—Yes; I have measured and settled zemindaries and *putnis*, the annual collection of which amounts to upwards of a lac of rupees, and so successful has the measurement and settlement of the properties been, that not a lease is untaken or unoccupied.

2003. *President.*] Could you state what was the total increase to the *jumma* effected by these settlements?—About 18,000 rupees, which increase was principally by settling ryots on unoccupied *jummas*.

2004. Did you, either on measuring lands or in demanding *ijaradari*, make a distinction between ryots who cultivated indigo, and ryots who did not?—No, not as a rule. The condition of the ryot when assessing his *jumma* was always taken into consideration, every man being assessed at a rate that he could readily and easily pay. For instance, according to the land measured and held by the ryot, his yearly rent should, perhaps, be 50 rupees, but being a man down in the world, or in reduced circumstances, we give him a remission, say of 10 rupees yearly, until his circumstances mend.

2005. Mr. *Sale.*] To what cause do you attribute the rise of 100 per cent. within the last 10 years on the rates at which the zemiudary rights can be purchased or procured?—The cause of increase in the value of landed property is owing to the increased insecurity of all trade and business throughout the Mofussil. *Mahajuns*, as well as indigo planters, have found a great change of late years in the character of the ryots as to honesty and fair dealing; and the rise in the Kishnaghur district in the value of property has been owing principally to the competition of the natives engaged in *mahajani*, or speculation and money lending, who, without the power of zemindars, consider it unsafe to make further advances or carry on trade.

2006. *President.*] Are you in a position to state the per-centage of ryots' lands devoted to indigo throughout

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19 June 1860.

throughout your concern in the estates held by the concern?—The per-centage of indigo cultivation in the Bengal Indigo Company's concerns is about one-sixteenth.

2007. Mr. *Fergusson.*] Has the number of indigo ryots increased or decreased within the past few years in these concerns?—The increase of ryots has been very considerable, and they last year amounted to 1,080. The average annual increase of the Mulnath concern alone for the past three years is upwards of 500.

2008. What is the number of ryots that sow indigo in the Bengal Indigo Company's concerns?—Twenty-three thousand and two hundred ryots hold indigo engagements.

2009. *President.*] Have the older ryots been induced to sow more indigo than before, *i. e.*, are there ryots who now cultivate two beegahs when formerly they cultivated one beegah?—Lands suited for indigo cultivation throughout the Kishnaghur district have gradually become unfit to produce to a great extent the crops of indigo that they did 10 or 15 years ago, and, consequently, a reduction in the ryots' engagements, not an increase, has generally been made.

2010. Then, on the whole, taking old and new ryots together, has your area of indigo cultivation increased, diminished, or remained the same?—On the whole it has decreased considerably; for instance, Mulnauth concern, which has sown as much as 43,000 beegahs, now sows 29,000. About 1845, 42,000 beegahs were sown. In 1850-51 the cultivation was from 26,000 to 27,000, it is now 29,000 beegahs.

2011. Mr. *Temple.*] What is the cause of this decrease in cultivation; is indigo an exhausting crop?—The lands throughout the district have become higher. Indigo is not an exhausting crop. The crop of rice after the indigo crop is always better than from land that had been previously sown in rice without a rotation of crops.

2012. Then the Kishnaghur district generally has been giving less land suitable for indigo?—Yes.

2013. Does this reply apply to Baraset?—Yes. On the whole, I do not think it will be possible to sow as much indigo as was sown 10 or 15 years ago in the Kishnaghur district, with the chance of a crop.

2014. *President.*] The custom of most concerns is to give out advances in the beginning of and during the cold weather; is that your custom, and had you a considerable yearly outlay in advances?—Yes; it is customary with us to commence with our advances immediately as the cold weather sets in, and they are generally completed in January. Our yearly outlay varies from 50,000 to 75,000 rupees, according to the previous season's return of indigo.

2015. Have the majority of ryots who have cultivated in the previous seasons, fresh advances to receive either in whole or in part?—Every ryot who has given indigo the previous season, receives advances, no matter what amount he may be in debt to the factory, the general custom being, if he is in debt 20 rupees, and has given 10 rupees worth of indigo, that he receives five rupees in cash, and five rupees goes to the credit of his debt to the factory.

2016. Is the ryot never credited with his advances by a transfer to his rent account?—In the Bengal Indigo Company's concerns, the zemindary and the indigo account are kept quite distinct. But I am aware that it is the custom in many concerns to make a transfer of advances to the rent account.

2017. It has been stated to the Commission that planters find it necessary to select the land, to see that the ryot prepares the land with a view to cultivation, and that he sows at the right time; is all this according to your experience?—Yes; it is necessary to inspect the lands, the sowing, weeding, and every agricultural operation connected with indigo. Nothing can be done in this country without an advance, and that advance once made, it is very necessary to look after the ryots to get them to fulfil their engagements in indigo, as in every thing else.

2018. Do *mahajuns* who make advances of rice grain find it necessary to supervise the operations of the ryots regarding rice?—To a very great extent they are required to do so, and when the rice crop is cut, they require to exercise the same superintendence and watchfulness as the indigo planter has to do, when the indigo crop is on the ground, to prevent the ryot from making away with a portion of the rice crop. The inability of the *mahajun* to give this necessary superintendence has been the cause of the ruin of fully half the *mahajuns* of the Kishnaghur district.

2019. You mean, then, that the *mahajun* does not usually depute men to look after the ploughing of the land, sowing, weeding, and cutting of the rice crop?—From first to last he has to exercise a superintendence over the ryot's cultivation, the sowing, weeding, and reaping of the rice crop, but he does not do it in the minute way that an indigo planter does; I mean by that, that he does not go daily over the land. I daily go over my indigo lands, and I have frequently seen the *mahajun* or his agent inspecting the rice crop.

2020. May not that be more with a view to see how the rice crop is getting on, than with any intention of urging on the ryots?—I have no doubt it is with both intentions.

2021. Mr. *Sale.*] Then are we to understand that the ryot is in debt to the factory and to the *mahajun*, and frequently under the supervision of both parties at the same time?—Many ryots are indebted to both the *mahajun* and the factory, and consequently they have to look to the interests of both parties.

2022. Mr. *Temple.*] But would not the supervision of the *mahajun* be merely with an object of recovering the advance he had made, whereas the supervision of the planter would be for a further object, viz., not only to recover the advance, but to ensure the best possible crop. Would not this difference render the supervision of the planter much more strict?—Assuredly it would be to the planter's interest as well as to the ryot's to get as good a crop as possible by a strict supervision.

2023. Mr. *Fergusson.*] Is it not frequently the case that the ryot is bound to deliver his surplus crop to the *mahajun* at a fixed price, under the market rate?—It is the custom for the ryot to deliver all his rice crop to the *mahajun*, who generally fixes his own price upon it, deducting 50 rupees per cent. for the advance made, that is, if he has advanced one maund to the ryot, he receives in return for that, one maund and a half.

2024. Under the circumstances when the ryot is in debt to both planter and *mahajun*, is it not the interest of the *mahajun* to make the ryot sow rice instead of indigo, and do you not think that this is one of the causes of the present refusal to sow indigo?—Undoubtedly the *mahajun* will look after his own interests first, and I think it is very probable that the influence of the *mahajun* has been exercised this year to a great extent to induce

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induce the ryots not to fulfil their indigo engagements.

2025. Baboo *Chunder Mohun Chatterjee.*] You have stated that, after the passing of Act XI., ryots who never held advances before, came forward willingly and received advances; will you state what number of ryots have thus willingly taken advances, on what extent of lands, and upon what terms?—Eight or 10 ryots (I don't remember the exact number) offered to cultivate 10 beegahs of land on an advance of two rupees a beegah.

2026. Is the cultivation of indigo profitable or otherwise to the ryots?—That depends entirely upon the season. In the last season of the Mulnauth factory the average return per beegah paid to the ryots was 14 bundles per beegah. Upward of 100 ryots cut more than 20 bundles per beegah; 237 ryots cleared off their advances and debt to the factory, and received excess payments. The return of 20 bundles per beegah pays a ryot well, apart from the indigo seed which he also gets from the stumps. [*Witness here filed a paper in English, referring to the factory books in original, which were also filed at the same time.*]

2027. What number of ryots have you in the Mulnath factory?—One thousand three hundred and seventy-eight.

2028. You stated that out of 1,378 ryots, 237 had cleared their advances, will you state how the account of the remaining ryots stood?—The last eight years of the Kishnaghur district have been very disastrous. The remainder of the ryots did not clear off their balances and debt in full, and consequently had no excess to receive.

2029. Could you tell us the result of the other factories of the Bengal Indigo Company's concern?—I could not without a reference to the books.

2030. Mr. *Sale.*] Does the statement regarding the Mulnath factory fairly represent the average of the ryots of other factories?—I consider it better than the average of other factories.

2031. Baboo *Chunder Mohun Chatterjee.*] Have those 237 ryots entered into fresh engagements this year?—Every ryot in the Mulnath concern, amounting to 1,100, entered into new engagements and fulfilled them.

2032. Mr. *Fergusson.*] Have you had occasion to sue any single ryot in the Mulnath concern for breach of contract?—In no single instance.

2033. Have you had occasion to sue any other ryots of the other concerns of the Bengal Indigo Company's?—Yes; in the Kalbolia and Katgarra concerns. In Kalbolia to the number of 1,000, and in Katgarra about 800 ryots. In Patkabari and Mulnath none.

2034. Have the ryots in the Baraset concern renewed their engagements and sown indigo as usual, or have you had to sue them there?—The ryots of the Baraset concern have this year engaged and have sown the indigo to the extent of 5,000 beegahs, or one half the former cultivation of the concern. Last year the concern was closed. I have had no occasion to carry out any case against the ryots of that concern under the new Act.

2035. Mr. *Sale.*] When you state that 1,100 ryots entered into new engagements and fulfilled them, are we to understand that if they did not take fresh advances they would be free from all obligation to the factory?—I cannot say until the ryots' accounts are made up at the end of the season, but had they not taken fresh advances this year, they would have been liable for their own balances.

2036. *President.*] For what period of years is your contract?—The contracts are generally for three years, but they are renewed every year on a fresh stamp.

2037. Mr. *Temple.*] Are these contracts duly filled in at the time the engagement is entered into?—No, the contract is not filled up on the day the engagement is made, in the instance of every ryot. The advances of a factory are generally made in two or three days, and it would be an impossibility to write up these contracts at the time, and it is only in the engagements with the head ryots that the contracts are duly filled up.

2038. Then do the contracts of the subordinate and smaller ryots remain unwritten?—Yes, they generally do; very few ryots are able to write, and it is only a matter of form. No one ever dreamt of taking a ryot into court, to recover his balances.

2039. Does the stamp paper for these contracts remain in the factory?—Yes.

2040. Is the ryot ever reminded of their existence?—Not the slightest allusion is ever made to the stamp.

2041. Is he charged with the stamp?—Yes.

2042. *President.*] If your contract is for three years, is it absolutely necessary to renew the stamp every year, and thus charge the ryot with two additional annas?—No, it is not absolutely necessary; but, as it has been the custom, and as the charge was a trifle, it attracted no attention.

2043. Baboo *Chunder Mohun Chatterjee.*] If the planters never think of suing the ryots, why do they charge the poor men with the price of the stamp paper?—It has been an infatuation that planters laboured under, that redress could be had against a ryot in the Civil Court, and they have kept up appearances by renewing their engagements with the ryots on stamp paper.

2044. Is it not possible for a planter, in case of disputes with the ryots, to convert those blank stamps into a legal instrument, to enable him to bring the ryot before the Civil Court?—It may be possible, but I don't see what advantage it would be to the planter in any way, as the result, under any circumstances, must be the same. If you get a decree against a ryot, there is never any property forthcoming to realise the amount from.

2045. If the ryot was a troublesome one, whom the planter wished to put down, might you not put him into gaol on a decree gained on such an instrument?—Yes; if the ryot could be caught, he might be put in gaol, and be supported at the planter's expense.

2046. Do you think that getting blank stamp papers signed is a strictly correct way of doing business?—No, I certainly do not; but under the circumstances of advances to an immense number of ryots being made at one and the same time, it is the only course to be adopted, and I have never known of any planter taking advantage of this custom in transacting business with the ryots.

2047. The ryots generally give *shattas* or agreements to the planters; do the planters sign anything in return, making it reciprocal, and without a mutual agreement is such a contract binding?—The ryot on giving a *shatta* receives a *hathichitti* from the factory, and so long as he has given the *shatta* of his own good will, I certainly

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R. T. Larmour, Esq.

19 June 1860.

consider it binding on him, without any further agreement from the planter.

2048. *President.*] The *hathchitti* is on unstamped paper, is it not?—Yes, it is.

2049. Can you give us the details of the expense of a beegah of *ryotti* cultivation in the Mulnath concern?—The *ryotti* cultivation of the Mulnath concern is almost entirely confined to tobacco land. The cultivation is as follows:—

	Rs.	a.	p.
Ploughing (being two ploughs) -	-	4	-
Sowing - - - - - -	-	2	-
Mui - - - - - - -	-	2	-
Bida - - - - - - -	-	2	-
Cutting plant - - - - -	-	5	-
Cartage [in the Mulnath concern the ryot pays a proportion of one-fifth] - - - - -	-	4	-
Indigo seed - - - - -	-	8	-
Land rent - - - - -	-	8	-
Rs.	2	3	-

A fair return is 20 bundles a beegah, which is *Rs.* 3. 5 ½., at the rate of six bundles per rupee; and I consider a moderate return from the stumps of the indigo two maunds, for which the ryot receives at the rate of four rupees a maund.

2050. What is the length of your measuring chain?—Five feet and a half.

2051. When the bundle is completed, taking the plant to be from five to six feet in length, how many men will it require to lift a bundle, and how many bundles go to a cart?—I do not think one man could lift a bundle; but, if put on his head, he could carry it. A well-loaded cart contains four bundles.

2052. Mr. *Fergusson.*] Do the books that you have put in show the account of every indigo ryot belonging to the Mulnath factory, and detail every item of his account, and are they signed by every one who knows how to write, and are there similar books kept at every factory?—Yes, the book contains every ryot's account, and similar books are kept in every factory in the Bengal Indigo Company's concerns.

[Commission adjourned at 5.30 p.m.

Wednesday, 20th June 1860.

PRESENT:

W. S. SETON-KARR, Esq., C.S., President.

Members:—R. Temple, Esq., C.S.; W. F. Fergusson, Esq.; Rev. J. Sale; Baboo Chunder Mohun Chatterjee.

ROBERT THOMAS LARMOUR, Esq.; Examination continued.

R. T. Larmour, Esq.

20 June 1860.

2053. *President.*] In your concerns, have you the same beegah for zemindary measurement as you have for indigo, or are there two standards?—In most of our zemindaries the beegah consists of 17,666 square feet, and the indigo beegah, throughout all the Bengal Indigo Company's concerns, is 21,511 square feet.

2054. Is the size of the indigo beegah founded on the common custom with regard to indigo?—Throughout all indigo concerns in the Kishnaghur district, the indigo beegah consists of 21,511 square feet, and that is the established custom of the district.

2055. It has been complained of by several ryots and others, while giving their evidence, that this difference operates to their prejudice; do you not think that it would conduce to the harmonious working of the system if the indigo and zemindari measurement were identical?—It would no doubt simplify the conducting of business; but a ryot, on entering into an indigo engagement, always perfectly understands that he is to give land according to the factory measurement.

2056. What is the standard beegah sanctioned by Government and used by its officers on all occasions where Government is concerned?—The standard beegah consists of 14,400 square feet.

2057. Considering the dislike that has been evinced to indigo in some quarters, do you not think that an assimilation of the standard in measurements would lead the ryots to sow more willingly in future?—No; I don't think that the assimilation would make any great difference.

2058. The registration of contracts has been insisted on in several quarters; considering the extent of your operations, do you think that if sub-divisional officers and moonsiffs were empowered to register, in addition to the officers who now register deeds at the Sudder stations, these other officers would be able to get through their work?—The difficulty in carrying out the registration of ryots *shattas* would be the impossibility of collecting the ryots at the sub-division or Sudder station of the district. For instance, Bongong sub-division, consisting of an assistant magistrate and a moonsiff, is six miles from the Mulnath factory. To get the ryots, 1,378 in number, to collect at Bongong, and to have the *shattas* registered would, in my opinion, be practically impossible. The only course that appears to me practicable, would be that an officer having the power to register, would be available to attend at the factory for the two or three days that are necessary for making the advances, and register the *shattas* on the spot.

2059. But if it is possible to assemble the ryots at the factory, might it not be equally possible to assemble them at the sub-division, or could not

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R. T. Larmour, Esq.

20 June 1860.

not the registration be spread over a longer period of time, say a month or six weeks?—No; ryots would willingly come to the factory to take their advances, but they would not take the trouble to go to the sub-division for the sake of registering the *shattas*, and it would be impossible for us to keep servants in attendance at the sub-division until the ryots should come in, or say, for so long a period as a month or six weeks.

2060. Mr. *Fergusson.*] Would you, on any other account, have any objection to the contracts being registered?—Certainly not.

2061. You stated yesterday that your annual advances to the ryots were about 50,000 to 75,000 rupees on the Bengal Indigo Company's concerns; what is the total amount of your annual outlay?—The annual outlay of the Bengal Indigo Company's concerns varies from 375,000 to 440,000 rupees, the price of seed being a most important item in the outlay; some seasons it being procurable at from four to 10 rupees a maund, and in others from 20 to 25 rupees a maund. The Bengal Indigo Company's concerns require *desi* or indigenous seed for their cultivation; the yearly consumption of which is about 9,000 maunds.

2062. You generally purchase some up-country seed; will you say what used to be its price, and what it has been for the last four years?—When *desi* seed is not procurable, we are necessarily obliged to purchase a portion of up-country seed. The prices of the latter during the last four years have varied from five to 20 rupees per maund.

2063. What do you pay your ryots for the seed you purchase from them?—Seed delivered by the ryot from *khoontees* or stamps, we pay for at the rate of four rupees a maund, but when he grows the indigo for seed alone, we pay him at the market rate, which has lately varied from 15 to 25 rupees a maund.

2064. *President.*] Is such seed ever grown under advances?—A very large proportion of the seed used by the Bengal Indigo Company is grown within the Katgarra concern and its immediate neighbourhood; the ryots receive no regular advances for the production of this seed, but are assisted by loans from the factory on this seed account; the understanding being, that all seed grown within the Bengal Indigo Company's *ilaka*, shall be delivered to its managers at the bazaar rate of the season.

2065. Mr. *Fergusson.*] What is the amount of the balances due by the ryots to the Bengal Indigo Company's concerns?—The balances receivable from the ryots by the Bengal Indigo Company's concerns, amount to 7 lacs and 78,000 rupees.

2066. In addition to that, have you written off any as bad or irrecoverable balances?—The amount of 7 lacs and 78,000 rupees, includes all balances, good and bad, at present on the books. Of this amount, 3 lacs and 16,000 rupees are now in the act of being paid off by the ryots, or are due by ryots working for the concern; the remaining 4 lacs and 62,000 rupees are not immediately recoverable from the ryots.

2067. Then the whole amount of those balances represents cash paid to the ryots, less the cost of seed and stamped paper?—Yes, it represents cash paid to the ryots; the price of the seed and stamped paper was also paid in cash, but to the vendors of those articles.

2068. Mr. *Sale.*] Can you state whether the whole of these sums have been actually paid to the ryots as advances, or may not some part be represented, say by fines for cattle trespass, for neglect of work, or some other items of this kind?—These sums refer altogether to advances, and not to fines for cattle trespass, &c.

2069. Could you state how many years these balances have been in process of accumulation?—These balances have been accumulating, I should think, for the last 30 or 40 years; I cannot speak positively on this point.

2070. With reference to the accounts filed by you yesterday, are you prepared to state whether any ryot is aware of the state of his account, and acknowledges its correctness?—Yes; I believe that every ryot is aware of the state of his account, and were it in any way incorrect, he would, no doubt, make objections to it at the yearly settlement of accounts.

2071. Are the ryots in the habit of coming in person to the factory to settle their accounts?—Yes, invariably so, throughout the Bengal Indigo Company's concerns.

2072. In reference to the statement given in by you yesterday, of the expense of cultivating a beegah of *ryotti* land, are the various items for labour, such as ploughing, sowing, *mui*, cutting, &c., calculated at the market price of labour, or on what principle are they calculated?—Yes; the calculation was made on what it costs the ryots, at the market price of the day.

2073. *President.*] What number of ploughs can you get for the rupee in the vicinity of Mulnath, at the present time?—If the ploughs are to be employed in sowing lands immediately adjacent to the village where the ryots reside, the rate is eight ploughs for the rupee; but if it is necessary for them to go to a distance, they must be paid in proportion. In some instances, we pay as high as four ploughs per rupee.

2074. Mr. *Sale.*] What is the average rent of tobacco land?—The ryots invariably pay me eight annas per beegah as rent for that land.

2075. Mr. *Fergusson.*] Is it not frequently the case, that a shower of rain which would be sufficient to sow indigo would not be enough for rice; and is not a delay in sowing rice of little consequence, provided the rains are abundant afterwards?—Rice is seldom sown with the first showers that fall, and they are generally heavy enough to allow of indigo sowings being proceeded with. It is of the utmost importance that indigo should be sown as early in the season as possible; not so with the rice crop, which answers well if sown late in the season, and when the heavy rains set in. It is only in seasons when the first falls of rain are unusually late, that the interests of the indigo and rice crops interfere with each other.

2076. *President.*] But on the occasion of a moderate shower at the end of March or the beginning of April, sufficient to sow indigo, but not enough to sow rice, does not the ryot still wish to prepare his own lands by previous ploughing, with a view to his rice crop?—No; the ryot is anxious to get in his indigo crop with the first rain, if possible, knowing that it all depends on early sowings.

2077. If the ryot has ploughed for indigo in the morning, do you always let him have the afternoon to himself?—We never interfere with the ryot if his indigo land is prepared; and it is only in the first part of the day that he uses his ploughs for indigo cultivation.

2078. But supposing a shower of rain to fall favourable for both indigo and rice sowings, would you insist that the indigo land be looked after first?—Yes, I should endeavour as a matter

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R. T. Larmour, Esq.

20 June 1860.

of course to induce the ryots to sow the indigo in the first instance.

2079. Baboo *C. M. Chatterjee.*] Do you not think that if the ryot were allowed to cultivate all his lands with rice and other crops of his own liking, he would very soon be able to pay off his debts and become independent?—No, I don't think so; neither do I think that ryots generally would wish to put their whole risk on grain and rice crops.

2080. Mr. *Fergusson.*] You stated yesterday that your indigo cultivation was about one-sixteenth of the whole land in your *ilaka*; such being the case, the option referred to could only refer to that sixteenth part?—Yes, it could only refer to that.

2081. Mr. *Sale.*] You stated yesterday that indigo was generally grown on tobacco lands, can you state what proportion of land in your *ilaka* is fit for tobacco cultivation?—No, I cannot speak on this point with any approximation to correctness.

2082. Mr. *Fergusson.*] Can you give any statement of the cost and return on a beegah of rice land, similar to that which you put in yesterday regarding indigo?—The cost of cultivation of a beegah of rice land is:—

	Rs.	*a.*	*p.*
Ten ploughs, at two annas each	1	4	–
Mui and bida - - - -	–	8	–
Weeding - - - -	1	–	–
Seed - - - - -	–	8	–
Cutting and thrashing - -	–	12	–
Rent for half year - - -	–	4	–
TOTAL - - -	*Rs.* 4	–	–

The return for one beegah is generally about eight maunds of rice in husk, which at one rupee a maund (which is the present price), would be eight rupees.

2083. What used to be the price of rice four or five years ago?—From eight to ten annas a maund.

2084. Baboo *Chunder Mohun Chatterjee.*] Do you not think that unless the planters have *ryotti* cultivation, they will never make a profit from indigo?—That would depend entirely upon the situation of the concern; *chur* factories, where an immense amount of cultivation is available in one place, would no doubt pay very well as *nij*.

2085. Do you think the planters on high lands in Nuddea could make a profit on their *nij* cultivation?—In the high factories of Kishnaghur such a small quantity of land is available in one place for *nij-abad* cultivation, that I doubt if a high land factory could be worked to advantage on *nij-abad* cultivation alone.

2086. *President.*] Putting *nij-abad* out of the question, from your own experience, do you give any preference to *ryotti* cultivation on estates held by the factory, over *ryotti* cultivation on estates not so held, as being more easily and successfully managed; and if so, for what reason?—It is always preferable for security and freedom from interference from zemindars and others, to have *ryotti* cultivation within villages of which you possess or hold the zemindary rights; and I would certainly give the preference to a cultivation so situated, *i. e.*, I prefer *ilaka* to *he-ilaka* cultivation.

2087. Baboo *Chunder Mohun Chatterjee.*] Is it not the fact that many ryots would be glad to pay off the balances due against them in the factory accounts, if they were allowed to do so, to get out of the planter's hands?—No; I have no reason to believe such to be the fact; my ryots have always worked with me freely and cheerfully; and unless when misled and instigated against me, as in the present season, have always been glad to meet me when I visited their villages, and to point out with pride their indigo cultivation.

2088. *President.*] Can you give us a statement of the scale of your establishment, showing the salary of the manager or assistants in charge of either concerns or divisions; as also of the *naib*, or *dewan*, *mohurrir*, the *gomashta*, *amins* and the other servants, whether *khalassi*, *takidgir* or *peon*?—The salary of managers of concerns is 400 rupees a month, and that of assistants varies from 50 to 250 rupees, according to the time of their service and their abilities.

	Rs.	*a.*	*p.*	*Rs.*	*a.*	*p.*
The salary of the *Naib* or *Dewan* is	25	–	– to	30	–	–
The *Gomashtas* of factories - -	12	–	– to	20	–	–
Mohurrirs, &c. -	5	–	– to	9	–	–
Amins - - -	3	8	– to	4	–	–
Khalassis and *Takidgirs* - -	3	–	–			
Burkundazes -	5	–	–			

2089. Is anything further allowed to the assistants, either in the shape of horse allowance, bread from the Sudder factory servants, or a per-centage on the out-turn of indigo?—The managers and assistants are charged nothing for house rent; the assistants are allowed horse allowance, at the rate of 24 rupees for each horse; they keep two or three horses, according to the extent of cultivation, purchasing the horses themselves; they are also allowed bread, a bhistie or water carrier, and coolies for the garden; and the managers of concerns, but not assistants, are allowed 5 per cent. on the profits.

2090. Are the native officials usually residents of the neighbourhood of the factories?—The *naib*, *gomashta* and *mohurrirs* generally reside at a distance, but all under-servants, such as *amins* and *khalassis*, reside in the immediate neighbourhood.

2091. Do the higher officials usually reside within the limits of the concern?—Most of them do so; but they are not employed at the factory which immediately adjoins their residence; for instance, men from the northern part of the district are employed in the southern factories, and *vice versâ*.

2092. Several statements have been made in evidence regarding the exactions of the factory *amla*; what means do you adopt to endeavour to check such practices?—So far as my experience goes, no Bengali ever placed in authority desists from making exactions, and the only check to such exactions is the employment of European superintendents; all money being paid through the assistant, and that a Bengali servant should be impressed with the knowledge that he is liable to instant dismissal if found practising extortion of any kind. The great trouble in the management of indigo is to keep a check on the numerous native servants that we are obliged to employ.

2093. Do you make any distinction between ordinary *dustoori* or perquisites, and heavier exactions?—I never countenance *dustoori* or exactions in any shape, although I am perfectly aware that giving *dustoori* is the custom of the country.

2094. Do you consider the above rates of pay to your native officials to be a sufficient guarantee against all extortions or exactions, except the usual

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usual *dustoori*?—Yes; I have hitherto had no reason to think to the contrary.

2095. Has it been your custom to allow all your ryots free access to you, and to listen to their complaints against the factory servants, or to give them facility of appeal against the orders of a subordinate manager or assistant?—Yes; I have never refused a ryot a hearing against anybody, and every day of my life I attend cutcherry for that purpose, from 9 to 12 o'clock, and from three to six, and every assistant in charge of a division has a cutcherry, and does likewise.

2096. Mr. *Fergusson.*] What measures do you take to see that money due to the ryots on any account is paid to them?—All money, whether as advances, *fazil*, wages, or hire, is paid directly by the assistant in charge of the division. He goes personally from factory to factory, and makes these payments direct to the ryots; no payment is made except in his presence or that of myself.

2097. Can you state if a similar practice prevails in other concerns in the district of Nuddea?—I can only speak as far as regards the Shikapore concern of Messrs. Robert Watson & Co., of which I have been the manager, and the custom there always was to pay the money direct to the ryot.

2098. Do you conceive it possible that, as stated to us here by ryots, monies should be due to them year after year, and that the whole was taken by the factory servants?—No; so far as I know the Kishnaghur ryots, they would never submit to such treatment.

2099. Do you believe that such a case could occur in any concern under your management?—No; I do not think such a thing is possible.

2100. Mr. *Sale.*] You never entrust natives with the powers of assistants?—No.

2101. *President.*] Have you any working factories, not under European or Eurasian assistants, but under natives?—No; all our factories are under European superintendence; assistants having charge of from one to four factories. In the Bengal Indigo Company's concerns, we employ 11 managers and assistants.

2102. Mr. *Sale.*] What are the duties of the *naib*?—The *naib* of the Mulnath concern exercises a general supervision over the zemindary and factory accounts, and attends to all cases in court, renewals of cases, purchase of *putnis*, and such like important business.

2103. Is it understood that the *naib* and other native officials have the power to levy fines from the ryots?—No; no native official in the Bengal Indigo Company's employ has any authority of that kind.

2104. Mr. *Fergusson.*] Do you know whether Amir Biswas, of Matkumra, who gave his evidence on the 15th instant, is an indigo ryot of the Baraset concern, or is his name on the books?—He is not an indigo ryot of the Baraset concern; his name is not on the factory books, nor has he ever taken advances from the factory. His nephews, who are quite distinct from him, have taken advances and sown their indigo this year as usual.

2105. Do you believe that his statement in his second reply, as to his having endured a great deal of oppression, as to indigo having been sown on his tobacco lands, and as to the *amin* having taken four annas, and the other *amla* eight annas, &c., is wholly untrue?—From the fact of his name not being on the factory books, I should say that his statement was without foundation.

2106. *President.*] This man stated that he left off sowing two years ago; have you inspected any factory books more than two years old?—No, I have not.

2107. From whence do you derive your belief that this statement of Ameer Biswas is without foundation, is it from an actual inspection of the factory books?—No; it is from the information of the assistant in charge of the Simla division of the Baraset concern.

2108. Mr. *Sale.*] Might not a ryot sow indigo for factory without his name actually appearing on the books?—Yes; that is quite possible.

2109. The *mohurrir* and *amin* are generally educated men, are they not; can they be expected to be satisfied with salaries ranging from three to nine rupees, especially at the present prices of provisions and labour?—They are all able to read and write Bengali, and are quite content to work for a time on a low salary in the hopes of promotion. It is from these two classes of men all our *gomashtas* of factories are selected.

2110. *President.*] If one of the aforesaid officials lives near the factory, can go home every day, and has relatives or partners who can look after his *jumma* and cultivate his lands, is he not in a much better position than men in a corresponding rank in life who hold no such situation?—Undoubtedly, such men are much better off than others who are unemployed.

2111. Are they or are they not as willing to accept situations close to their own villages on five or six rupees a month as they would be to go to a distance for eight or twelve rupees?—A Bengali will always sacrifice a good deal to be within daily reach of his house. He would always prefer working on a lower salary near his home.

2112. Have you any knowledge, within the Bengal Indigo Company's concerns, of any practice of fining for cattle trespass, or fining for neglect of work, that is to say, of setting day labourers to weed the ryot's indigo, and charging him with their hire?—In cases of trespass we do not fine the ryots, but send the cattle to the nearest thannah, under the new Act, for the cattle trespass, and we never on any account fine ryots for not weeding the indigo. When a ryot is helpless and unable to attend to his crop, or to cut it, we assist him with labour or money, not as a fine, such labour or money being charged to his account.

2113. In what account or book would such charges appear?—Such charges would originally appear in the *roka* or cash book, and also in the *khata bohi*, or large red book, put in yesterday.

2114. In the books filed by you yesterday, are all the items seen charged against the ryot, on every account, with the returns placed to his credit?—[Mr. Larmour here explained the debit and credit accounts of three ryots taken promiscuously from the book by the President, viz., page 338, No. of account 906, Haniff Moonshee Mundal; page 260, No. of account 889, Hurri Chand Mundal; and page 380, No. of account 62, Sree Tajoo Mundul.]

2115. Mr. *Fergusson.*] At an early part of our proceedings, there were three men who represented themselves to be *gantidars* of Goaltolli, and who complained of your proceedings; do you wish to offer any explanation regarding their statement?—In the Katgarra concern belonging to the Bengal Indigo Company, there is a large *putni*

R. T. Larmour, Esq.

20 June 1860.

named Dehi Holda. On this *putni* there was a yearly heavy loss, owing to the *gantidars* having ousted the *khass* ryots, that is, the ryots who paid direct to the zemindar, and having absorbed the lands belonging to their *jummas*. Attempts had been made by several managers of the Katgarra concern to induce the *gantidars* to disgorge the *khass* lands, of which they had taken possession, but it was difficult to do so, unless these lands could be measured and pointed out. In 1855 a man named Mohesh Chunder Mittra, a resident of Goaltolli, came forward and agreed to point out these *khass* lands. A short time after his undertaking to do so, he was murdered. On my taking the management of the Katgarra concern, I endeavoured to settle ryots in these villages, but on offering leases to ryots, they refused to accept of them, because the lands said to be contained in the leases were not forthcoming. I then decided on having a measurement of the villages. When I began the measurement the *gantidars* and their agents turned out and drove my people from the villages, threatening they would serve my agents as had been done to Mohesh Chunder Mittra. I applied to the police for protection to carry out my measurement; the *gantidars* came forward and were present during the measurement. When the measurement was completed, they were called upon to come forward, compare accounts, and restore to me all the *khass* lands which they had appropriated. Instead of doing so, they absconded from the village. As to the witness, Bheni Madub Mittra, who stated in his evidence that he was dispossessed of his *ganti*, and his wife and family were driven away from the village, neither he, nor his wife, nor family have been in Goaltolli village for the past 12 years. The same may be said of Muddun Mohun Bose; and Chunder Nath Sircar, another of the witnesses, absconded from the village, as I have stated, on the measurement being completed.

2116. Baboo *Chunder Mohun Chatterjee.*] In whose possession are those *gantis* at this moment, and who collects the rents?—They are in possession of the ryots who have always held the lands attached to them, and the rents are paid to me direct.

2117. *President.*] Then are we to understand that, practically, the *ganti* tenures are in abeyance, and that the *gantidars* are not collecting from the subordinate or dependent ryots?—The *gantidars* or agents on their part have not been present in the village since the measurement.

2118. After measurement did you demand enhanced rents from them?—No; immediately on the measurement papers being made out, they refused to *makabil, i. e.*, compare, and went away from the village.

2119. Did none of the three ever complain to you at Mulnath or elsewhere?—No, I have had no complaints from them, and have always been under the impression that they would have sooner or later come forward and made an arrangement that would have been fair both to them and me.

2120. Do you consider that their *gantis* were profitable to them, as held at low rates?—As regards Bheni Madub Mittra and Muddun Mohun Bose who resided in Calcutta, their *gantis* could have given them no profit whatever. Had they been residents on the spot, and managed their own *gantis*, they might have had a profit on the same. As regards Chunder Nath Sircar, I don't think that his *ganti* could have been worth much to him.

2121. Can you state the amount of your collections from the ryots of those three *gantidars*?—No, I cannot do so.

2122. Did you find on measurement that they had absorbed much of the *khass* lands?—Yes, to a considerable extent. Their policy had been to get rid of the *khass* ryots out of the village, and absorb their *jummas* within their own.

2123. How did you manage to identify and recover the *khass* lands?—After getting the protection of the police, head ryots of the villages came forward and pointed out the *khass* lands; this was in 1857.

2124. Have you sown indigo in that village?—Yes; we have always in Goaltolli, both *nij* and *ryotti*.

2125. Baboo *Chunder Mohun Chatterjee.*] Have you since exchanged *pottas* and *kabulyats* with the ryots of the *gantidar*?—Yes.

2126. Do you remember at what rate of rent you have settled with those ryots?—At the usual pergunnah rate, *Rs.* 2. 8. for *baghat* or garden, two rupees for *basto* or homestead, and eight annas *matan* or land in the plain.

2127. When you measured and took possession of those *gantis* were you then vested with the powers of an honorary magistrate in your division?—No; I was not invested with the powers of an honorary magistrate until six months after the measurement.

2128. When you commenced collecting rents, were you then vested with magisterial powers?—Yes.

2129. Mr. *Fergusson.*] Are you willing to settle with the *gantidars* on fair terms if they would agree to the measurement?—I should only be too happy to do so; and out of all the zemindaries I have measured and settled throughout the Bengal Indigo Company's concerns, it has only been with these three or four people that I have had any difference.

2130. And had the difference with them anything to do with indigo?—No connexion whatever with indigo.

2131. *President.*] Did you not ask them to use their influence with their dependent ryots to get them to sow indigo?—I never had any communication whatever with them on the subject.

2132. Were the lands measured from Katgarra or from Mulnath?—The establishment came from Katgarra, but I was cognizant of the measurement.

2133. Mr. *Sale.*] Were there any other *gantidars* or *lakhirajdars* (rent-free holders) who left the village of Goaltolli about the same time for similar reasons?—Yes; there was one other *gantidar* who left (Rajkisto Mittra) under the same circumstances.

2134. Mr. *Fergusson.*] Ameer Mullick of Khanpore was examined here on the 2d June; have you read his evidence as to your people having knocked down and plundered his house; and do you wish to give any explanation thereon?—Shortly after assuming the management of Katgarra concern, numerous petitions were presented to me at Mulnath from the ryots of Burra Khanpore village, complaining to the effect, that Ameer Mullick had collected a number of dacoits and settled them adjoining his own house. Two of these petitions appeared to me exceedingly truthful, stating that Ameer Mullick's gang had hitherto committed robberies at a distance, but of late that he had robbed the houses of the ryots at Burra Khanpore. These petitions were forwarded

warded by me to the magistrate of Nuddea, with a request that he would institute an inquiry into what was stated in these petitions. He ordered the police to make a local investigation, and at the time they went to Burra Khanpore to carry out this investigation, a robbery had been committed at Kote Khanpore, in the zillah of Jessore. The police of Jessore tracing the property to Burra Khanpore, where 12 of the gang were seized, and four of them were convicted and sentenced to five years' imprisonment by the late Judge of Jessore, now president of the present Commission. From the time of the seizure of this gang, Ameer Mullick with his family absconded from Burra Khanpore, and did not return there again except on the sly. My people had nothing whatever to do with the destruction of his house: it being left uninhabited, very soon went to rack and ruin, and I believe there was not a ryot in the village, owing to what they had suffered from him and his gang, but was glad to have a pull at the straw and bamboos belonging to his house.

2135. *President.*] Was a report made by the magistrate to the Commissioner or other authority, to the effect that one of the sons of Ameer Mullick harboured these criminals, but that evidence was not forthcoming against him?—I remember the fact of Jalal Mullick, the eldest son of Ameer Mullick, being an outlaw, and the police being after him for several months after the robbery at Kote Chandpore.

2136. Mr. *Sale.*] What are we to understand by Jalal Mullick being an outlaw?—That the police of Jessore and Kishnaghur were in search of him all over the country.

2137. You have spoken of the ryot wishing to have a pull at the straw and bamboos of Ameer Mullick's house, are you not aware that his house was a *pucka* or brick one?—No; the house in which he resided, I have always understood to be a *kutcha* or thatched house, having two small *pucka* rooms on each side of the entrance to his compound.

2138. Was your opinion of Ameer Mullick formed from your personal acquaintance with him and his village, or merely from the petition to which you just now referred?—I had a personal knowledge of Ameer Mullick, and believed him to be exactly what the people represented him, *i. e.*, under the cloak of professing Christianity, and directly getting the support of Mr. Sage and the factory servants, he did not hesitate to practise all kinds of oppression on the ryots and his own immediate relatives.

2139. Was the unfavourable opinion of Ameer Mullick formed before you got those petitions or after?—It was partly formed before I received the petitions.

2140. *President.*] Do you sow indigo in Ameer Mullick's village, either *nij* or *ryotti*?—I sow both *nij* and *ryotti*.

2141. Mr. *Sale.*] Supposing the people of Ameer Mullick's village knew that your opinion of him was unfavourable, and that you had differences with *gantidars* of neighbouring villages, do you not think it likely that they would get up statements of the kind you have referred to, about Ameer Mullick?—The people of Burra Khanpore could never have known, previous to their presenting their petitions, what my opinion of Ameer Mullick was, from the fact that it was only my private opinion, viz., that he, a man of 60 years of age and a Mussulman, and at that age professing to become a convert to Christianity, was, in my belief, an impostor. At the time these petitions were presented to me in 1856, I had never had the slightest difference with the *gantidars*. It was in 1857, and long after these petitions were presented, that the difficulty regarding the measurement occurred with me. The murder of Mohesh Chunder Mittra occurred in 1855, before I had anything to do with the concern.

2142. How far is Burra Khanpore from Goaltolli?—It is the adjoining village, and lies quite close; I should say one mile.

2143. So that the intention of the factory to measure the village and resume the *khass* lands would be well known in both villages, would it not?—I should think that it would.

2144. *President.*] Has Ameer Mullick instituted a suit under Act X. of 1859 against you, and if so, with what result?—He has brought a suit against me for possession of three annas and a half share in Kanai Mullick's *jumma* of Burra Khanpore, and in the lower court has obtained a decree; the case is now under appeal before the Judge of Nuddea.

2145. Mr. *Temple.*] Have you given advances to the sub-ryots of this man Ameer Mullick, and if so, up to what date did these advances continue?—All his ryots hold advances and sow indigo at this present moment. But there are two other shareholders in the *ganti* tenure.

2146. Are those two shareholders consenting parties to these advances being given?—Yes; and they sow indigo themselves.

2147. Was Ameer Mullick a consenting party before he left home?—Yes, and he also sowed indigo up to the end of the season of 1855-56.

2148. Did he leave home in the year 1856, or subsequently?—He left home in 1856.

2149. Can you recollect the exact circumstances under which he left home?—Yes; I have already stated the circumstances fully, that he left home in consequence of the police being in search of him.

2150. Can you recollect the persons who presented the petition, charging him with harbouring robbers; and did you, at the time, satisfy yourself as to the truth of it?—I do not recollect the names of the parties presenting the petition. It was presented to me at Mulnath, when I was unable to hold any local inquiry, but I forwarded the petition on to the magistrate, for him to inquire into the truth of it.

2151. Did the petitioners present the petition to you in person?—I remember it was presented in cutcherry, but I have no distinct recollection who handed it to me.

2152. On the whole, did you believe, and do you believe still, that the petition presented was a *bonâ fide* one?—Yes, I believe that the petition was a *bonâ fide* one, and the result of the inquiry proved the truth of the petition.

2153. Mr. *Sale.*] Will you state in what way Ameer Mullick was a harbourer of dacoits?—By the fact of the dacoits who resided alongside his door and on his homestead being convicted and sentenced to five years' imprisonment.

2154. Mr. *Temple.*] Did his co-sharers ever complain to you of his harbouring thieves?—No; not of harbouring thieves, but of he and his gang oppressing them in different ways.

2155. *President.*] Can you state if the convicted men were his dependent ryots?—Yes, they were his immediate Koljana ryots.

2156. Mr. *Sale.*] If Ameer Mullick was guilty

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R. T. Larmour, Esq.

20 June, 1860.

of harbouring dacoits, would not his co-sharers have known of it?—No doubt everybody in the village knew about it.

2157. You are aware that Mr. Sage, who was at Khatgarra a short time before you took charge, was perfectly acquainted with the vernacular, and was in the habit of visiting the village of Burra Khanpore; do you not think that if Ameer Mullick had been the character you have described, Mr. Sage would have known it?—Mr. Sage was so elated at the idea of having converted Ameer Mullick to Christianity, that he could see nothing bad in his actions, and I think that it was quite possible that Ameer Mullick could have deceived him as to the character of the Koljana ryots.

2158. *President.*] Can you state whether the shareholders of this *ganti* each collected their share of the rents, or did one man manage for the whole?—I believe that one shareholder, Kanai Mullick, the eldest brother of Ameer, managed eight annas of the *ganti*, and the remaining eight annas were managed by another party, son-in-law of the widow to whom the eight annas belonged.

2159. You are aware that a dislike to the cultivation of indigo has been openly manifested in some districts this spring, and that in some concerns the ryots have entirely refused to sow, in spite of persuasion, and with the consequences of the summary law before them; will you give the Commission your opinion as to the causes of this dislike and refusal?—The present spirit of the ryots, especially in the district of Kishnaghur, has been caused in the first instance by a *purwanna* issued by the magistrate of Baraset telling the ryots of that concern they were at liberty to sow indigo or not, and if the planter had any claim upon them, he must have recourse to the civil court. The effect of such a *purwanna* could only have been construed into the meaning, that it was the magistrate's wish the ryots should not sow indigo; and the effect of this *purwanna* was, that the ryots did not sow indigo, nor did they pay their rents. This *purwanna* was again followed up by the magistrate of Baraset, sending out extracts of a letter from the Lieutenant Governor of Bengal, addressed to Mr Grote, Commissioner of the Nudden division, which extracts were translated into Bengalli, and a *purwanna* sent round to the thannahs of the subdivision of Kalaroa, telling the ryots again that they were at liberty to sow indigo or not as it suited them. Those *purwannas* had the effect of rousing all the ryots throughout the Kishnaghur district, and inducing them to attempt to break their engagements. These *purwannas* were followed up by a letter from the Secretary of the Bengal Government to the Commissioner of the Nuddea division, finding fault with the conduct of the magistrate and deputy magistrate of Nuddea, in cases in which indigo planters were concerned, and which led the natives generally to believe that the Lieutenant Governor of Bengal was strongly prejudiced against indigo, and indigo planting. The ryots, labouring under the belief that they would receive the support of Government in not fulfilling their engagements, became very daring, and attacked and maltreated Europeans when riding about the country. A petition, dated 4th February last, was presented through the Commissioner of Nuddea by myself, begging for the immediate interference of Government to counteract the impression that the ryots had received by the reports that were being circulated, and the *purwannas* that had been issued. No notice whatever was taken of my representation, and when a notification was issued to disabuse the ryots' minds, it came too late, and had no good effect.

2160. Are we to understand that previous to the present year the ryots had not in any way evinced any dislike to the cultivation of indigo?—I have had no experience of their evincing any such dislike, except where they have been instigated by the officers of Government to resist the planter, as in the case of Moulavi Abdool Latif when in charge of the subdivision of Kaloroa, and of Mr. Eden when in charge of the district of Baraset.

2161. It has been stated in evidence to the Commission by several witnesses that the cultivation of indigo is not popular, and that it is not popular because it is not profitable to the ryots; do you coincide in their opinion, and do you think that that unpopularity had anything to do with the late disturbances?—That indigo may not be profitable or popular in some places I can readily believe, but I have not experienced any want of popularity on the part of my ryots; and a good proof of this is the fact that ryots throughout the district of Baraset, who last year refused to sow, have come forward, taken their advances, and sown indigo; and in a year like the present when ryots were in an excited state all over the Kishnaghur district, not a single ryot of the Mulnath concern has refused to sow his indigo. If it is not advantageous to the ryots to continue their connexion with indigo, they would not in a year like the present have done so.

2162. Mr. *Temple.*] Were the ryots you allude to free from all liabilities to the factory?—No, they were indebted to the factory.

2163. Would such indebtedness furnish any motive to continue the cultivation?—It has been shown that when ryots do not wish to sow indigo nothing can induce them to do so, even the passing of the summary Act having no effect.

2164. Baboo *Chunder Mohun Chatterjee.*] Did the Mulnath and Baraset ryots sow before or after the passing of the Act?—The Mulnath ryots, as also those of Baraset, sowed after the passing of the Act, and most of the ryots' accounts in the latter concern were settled, and the advances made, after the passing of the Act.

2165. Did the ryots show any symptoms of refusing to sow before the passing of this summary law on the 24th of March?—No; not generally. In one part of the Mulnath concern, including the villages belonging to Sham Chunder Paul Choudari, there had been a bad disposition exhibited by the ryots, but in Baraset there was no difficulty of any kind.

2166. What made the Mulnath ryots so suddenly change their minds, so that they sowed quietly, whereas they had previously refused to sow?—The Mulnath ryots who had been refractory were again on good terms with the factory previous to the passing of the contract law, but rain not having fallen, they did not sow until the 6th of April, which was after the passing of the contract law. Their feeling towards the factory was changed in consequence of the magistrate of Kishnaghur coming to Bongong, and explaining to the ryots that it was not the wish of Government that they should break their engagement with the factory.

2167. After the passing of the summary law, did you present any petition to any of the authorities,

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rities, asking for assistance for the purpose of sowing?—No; all the ryots of Mulnath concern sowed willingly as soon as rain fell.

2168. Mr. *Temple.*] Do you think that the *parwannas* of the magistrates and the letters of the Government, to which you have alluded, could have produced the effect you have described, if the ryot had not been previously discontented or excited?—I certainly believe they could have produced that effect. I feel perfectly satisfied had I issued *parwannas* to the ryots of the Bengal Indigo Company's property to the effect that they could either pay the *mahajans* what they owed them or not, as it suited them, that the *mahajans* would have been ruined in the same way as the planter has been. If I say to the bearer who pulls the punkah, "You can either pull the punkah or not, as you please," he will draw but one meaning from such an order, viz., that he is not to pull the punkah.

2169. *President.*] But in order to the ruin of the *mahajan*, the rice crop must not be grown; are you of opinion that it would be possible by letters or *parwannas* of the kind indicated to stop the cultivation of rice?—I speak of it as if the rice crop were ready for delivery, that the payment was to be made to the *mahajan*. An order to the effect I have mentioned would instigate the ryot not to take his rice to the *mahajan* to whom he was indebted.

2170. Mr. *Temple.*] But the *parwannas* and letters alluded to, apparently related to sowing and to police interference, and were not issued at a season of the year when the ryots' engagements had been completed; how then do you consider that these documents incited the ryots to break their contracts?—In this country the spread of disaffection is slow, and it took some months for these *parwannas* and letters to take effect.

R. T. Larmour, Esq.

20 June 1860.

2171. For instance, supposing that a magistrate were to issue a *parwanna* in a given district, to say that the cultivation of betel leaf and tobacco was entirely optional with the ryot, and thereafter the Government were to issue a letter laying down the extent to which the police might interfere in respect to the sowing of these plants, and a further letter, finding fault with the conduct of the magistrate in certain disputes connected with the cultivation of the said plants; do you consider that the effect of such *parwannas* and letters would be to cause a considerable excitement among the cultivators of betel leaf and tobacco, and induce them to declare that they would not sow either plant any more?—I have no doubt such an order coming from Government would unsettle the cultivators of the mentioned crops, but that it would have the effect of preventing those crops from being grown, I do not think. The feeling and belief of the ryots was not that the Government was averse to the indigo crop itself, but that it was determined to crush all European interest in this country; the attack being on the European and not on the indigo plant.

Commission adjourned at Six p.m.

Friday, 22d June 1860.

PRESENT.

W. S. SETON-KARR, Esq., C.S., President.

Members:—R. Temple, Esq., C.S.; W. F. Fergusson, Esq.; Reverend J. Sale; Baboo Chunder Mohun Chatterjee.

ROBERT THOMAS LARMOUR, Esq., Examination continued.

2172. *President.*] Do you think that the reasons you have assigned sufficiently account for the refusal to sow in the cases instituted in the Khalbolia and Katgarra concerns?—With reference to the refusal of the ryots in the Khalbolia concern to complete their sowings in several villages, the zemindars in those villages have for years been at enmity with the concern. I would mention in particular Baboo Brindabun Chunder Sircar of Shibnibas. He, with others, taking advantage of the excited feeling of the ryots, prevented their completing their engagements, and came forward and paid up the damages decreed against the ryots for breach of contract. The Khalbolia concern is also in the immediate vicinity of the Mission Station at Kapasdanga, and in this particular place, the ryots were more excited and more obstinate than in other parts of the district, and consequently no amicable arrangement could be made with them. With regard to the small number of ryots, who at first refused to sow indigo in the Katgarra concern, they have been influenced by agents from Calcutta, and also, by the bad example of the ryots in the Loknathpore concern, which immediately adjoins the Katgarra concern, where the ryots refused to sow. Many of the ryots of Katgarra concern having had damages decreed against them, and having paid up the amount of the damages, came forward afterwards and had the amount of damages refunded to them, when they sowed their indigo as usual.

R. T. Larmour, Esq.

22 June 1860.

2173. Baboo *Chunder Mohun Chatterjee.*] What was the cause of enmity with Brindabun Sircar in the case of Khalbolia?—Principally, the Bengal Indigo Company having obtained a decree in

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R. T. Larmour, Esq.

22 June 1860.

in the Suddar Dewany for the possession of the village of Shibnibas; this decree was obtained in 1858-59.

2174. Mr. *Temple.*] Did he overtly incite the ryots of the Khalbolia concern to resist, or did he do so secretly, and, if secretly, how did his instigation come to your knowledge?—His instigation of the ryots was done secretly. It was generally known that great numbers of ryots, during the excitement as to indigo, were collected at his place, and representation at the time was made to the authorities, by the manager, Mr. Clarke, of the Khalbolia concern, from whom my information was derived.

2175. Will you please state your precise reason for believing that emissaries from Calcutta incited the Katgarra ryots to resistance?—I believe so, from the fact of having been told by ryots of the Katgarra concern, that a man, new to that part of the country, had been sent up from Calcutta, and resided in the village of Bullubpore, thannah Bagda, and on my going to the Katgarra concern, to inquire into the difficulties with the ryots, the man disappeared from the village. I did not see him myself.

2176. Did the ryots, who informed you as above, actually see and converse with this man, and can you give the names of these ryots?—The man in particular who told me of this man, was the *gomashta* of the family of Sircars, who reside in the Bullubpore village, and in whose house the agent from Calcutta had been residing. I don't at this moment recollect the names of the ryots, nor whether they had themselves seen the man, but I believe the mention of him was general among them.

2177. Can you ascertain, for the information of the Commission, the names of the ryots who were personally cognizant of this man?—Yes; I shall be able to do so.

2178. What was the date when this man was last heard of at Bullubpore, and did you, at the time, take any steps to trace him beyond that place?—The first week in April I did not endeavour to trace him, such emissaries being reported as general all over the district.

2179. How long was this man supposed to have been in Bullubpore or its neighbourhood?—About three months.

2180. When did you first hear of his being there?—I did not hear of his having been there till after he had gone, about the 12th of April, when I went to Katgarra to inquire into the difficulties.

2181. Had you no manager at Katgarra who could have discovered the presence of this man there?—At that part of Katgarra until the end of March or beginning of April there was no reason to suspect that the ryots would refuse to sow their indigo. Every thing was going on quietly, and consequently there was nothing to excite the suspicions of the local manager, so as to cause an inquiry.

2182. As such emissaries were reported to be general throughout the district, can you specify any of them, besides the above-mentioned man?—No, I cannot.

2183. Mr. *Sale.*] What did you understand was the line of operation adopted by this emissary?—That he told the ryots no more indigo was to be sown, and that they would have the support of Government in not sowing their indigo.

2184. Amongst other reasons for the refusal of the Khalbolia ryots to sow, you have stated the proximity of the Kapasdanga Mission Station, have you any reason to believe that any unfavourable influence has emanated from that mission station?—Kapasdanga Mission Station is distant from Khalbolia about six miles. There was a general feeling throughout the district that Mr. Schurr, of Kapasdanga, as also other missionaries, were countenancing, by their advice, the refractoriness of the ryots.

2185. Are you aware that the missionaries from Kishnaghur generally, and Mr. Schurr most distinctly, have denied before this Commission, that they ever gave such advice; on the contrary, they advised the ryots to sow for the season?—Yes, I am aware they made those statements.

2186. Mr. *Temple.*] Will you please specify as to how your knowledge is derived as to the prevalance of the above-mentioned reports regarding the advice given by the missionaries; for instance, did the ryots tell you that they had received this advice, or did you hear it from the other parties besides the ryots?—I did not hear from any ryot that he received such advice directly from the missionaries, but I heard, from the ryots who had been into the Station of Kishnaghur, that the missionaries had been giving them advice. I also heard it from my own servants.

2187. Could you name or ascertain the name of any of those ryots?—I remember the name of one of them, Hurmut Mandul, of Bhadurpore village, thannah Bagda.

2188. *President.*] Are we to conclude from your previous answers that it is your opinion that if there be no more *parwannas*, or orders from Government, if the missionaries hold their tongues, and if no emissaries shall be seen or heard of in the districts, matters will settle down, and that indigo will be cultivated as before, in Kishnaghur especially, without any change in the system?—I am of opinion that if Government does not again act the part of partizan to the ryot, and will not in anyway interfere between capital and labour, further than to give all just and right support to parties investing capital in the country where nothing can be done without an advance; and if the missionaries confine themselves entirely to their religious duties, instead of making virulent attacks on the planters, and meddling in the worldly affairs of other people, and if emissaries are prevented from instigating the ryots to evil, there is no question but the ryots of the Bengal Indigo Company's concerns will cultivate indigo and act fairly towards the factory, without any change of material consequence in the present system.

2189. The present sowing law is for six months only; do you think that when it ceases to operate, the ryots will take advances and sow as before?—If before the expiring of the present contract law the ryots are satisfied that it is the intention of Government not to encourage them in acting dishonestly, and in avoiding engagements into which they have entered of their own free will, I have no doubt the ryots will take their advance and sow as heretofore.

2190. Mr. *Temple.*] Are you equally sure that they would be willing to enter into new engagements, supposing them to be willing to fulfil the old ones?—Yes, I have no reason to doubt to the contrary.

2191. Is your belief founded on the conviction that

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that the cultivation of indigo is profitable to them?—Yes, it is founded on the belief and knowledge that the lands on which indigo are grown would not give an equal return if sown by any other crop.

2192. On the whole, taking an average of seasons and of lands, what do you consider the average of return would be per beegah?—From one to two rupees, without seed.

2193. Do you consider then that the majority of ryots would make that profit on an average season?—Yes; I think so.

2194. In the Mulnath factory it appeared from the books, that out of 1,378 ryots, 237 cleared their advances and received excess, while 1,141 were still in debt to the factory; moreover, it was stated that the Mulnath factory was more favourable than the average, *i.e.*, in other factories there were still fewer ryots who received excess, and still more ryots who were in debt. If then the majority are in debt, how has the cultivation of indigo proved itself directly profitable to them?—As I have previously stated, for the past eight years, the indigo seasons in Kishnaghur have been very disastrous, and ryots consequently have been getting into balance. The return of an average year is profitable to them, but not sufficiently so as to clear off the balance which has been accumulating during the previous bad seasons.

2195. *President.*] Besides these bad seasons, are you aware that during the last five years there has been a considerable rise in the price of labour, and in the price of all country produce, and has the Bengal Indigo Company in consequence made any concessions to the ryots?—Yes; notwithstanding the ryots falling into balances during these seasons, and being unable to clear off their debts with their crop of indigo, the Bengal Indigo Company has made liberal advances to the ryots although heavily in debt. The custom had been for ryots to first clear off their debt before getting further advances, but a ryot, no matter the amount of his debt, now gets a fresh advance.

2196. Mr. *Sale.*] Does your statement that indigo yields a better return than other crops refer to tobacco lands?—Yes; to the tobacco lands, and to the high lands immediately around the villages, and on which indigo is generally sown.

2197. A statement was made by a ryot who appeared before this Commission, that the tobacco crop is best the second year, that is, in order to get a good crop it must be grown one year, the land must be allowed to remain fallow during the spring and summer, and then be sown with tobacco; is this according to your experience?—No; the tobacco crop is sown on land every alternate year. It is not necessary to allow the land to remain entirely fallow. Indigo not being an exhausting crop, but quite the contrary, the taking a crop of indigo off the tobacco land does not injure it. It is the custom everywhere to manure tobacco land.

2198. Mr. Cockburn in his evidence stated, that the ryot generally pays three rupees rent a beegah for tobacco land; in your evidence you state that you are paid only eight annas per beegah, can you explain this apparent discrepancy?—It is quite possible that three rupees per beegah may be paid in some particular place where a superior quality of tobacco is produced, and where land for such tobacco is exceedingly scarce, such a rate would be paid by a ryot cultivating *pykasht*; eight annas per beegah is the rate paid by ryots holding *jummas*.

2199. Mr. *Temple.*] In a previous answer you stated, as your opinion, that the authorities should give just and right support to men investing capital in the country. Do you on the other hand consider that corresponding support is due to the ryots of the country?—The peculiar circumstances attending the settling of an European in this country with the object of carrying on trade in the Mofussil, requires a protection which does not at present exist. The European is one individual amongst hundreds of thousands. I settled down at Mulnath, a single individual, surrounded by 2,00,000 of natives, and think that Government, in legislating for the protection of the capital I may invest, should take this fact into consideration. I think also that every fair and just support should also be given to ryots.

2200. Do you consider then that more support should be given to an European capitalist than to a native capitalist, supposing the circumstances in both cases were the same; for instance, if the Mulnath concern were purchased by a native capitalist, and Patkabari and Khalbolia concerns remained in hands of an European, should the European planter receive a greater support than the native planter or not, in your opinion?—No; I think that all capital invested in the Mofussil should have equal support.

2201. Then are we to conclude that the support you have alluded to above should be accorded to Mofussil capitalists in general of whatsoever race, or to European capitalists in particular?—To Mofussil capitalists in general.

2202. *President.*] Then do you think it advisable to perpetuate the present contract law?—It has always been a great drawback and bar to the investment of capital in the Mofussil, the want of some protection, like the present contract law, to secure advances made; and unless some such law as the present contract law is made perpetual, capital must be withheld from being advanced in the Mofussil.

2203. Then would you confine this law to capital embarked in indigo speculation, or would you extend it to advances made for hides, jute, safflower, silk, or any other country produce?—I would extend it to all trade throughout the Mofussil; and were some such security given for the recovery of advances, I feel perfectly confident that millions sterling would be invested in the country, which is now held back by a feeling of total want of security. Indigo being the most valuable product of Bengal, I consider the contract law peculiarly adapted to that product.

2204. Mr. *Temple.*] In the case of indigo, is there no other circumstance besides its value that renders such a law peculiarly necessary for it?—Yes; there is the circumstance of the encouragement it would give to the settling of Europeans throughout the country, who are at present few and far between.

2205. Mr. *Fergusson.*] Would not such a law, if carried out by proper courts, tend to discourage the system of advances, by making people more careful in taking them?—I have no doubt that after a time such might be the case, but the system of advances is so grounded in the natives of this country, that any immediate change would be impossible; so far is the system carried, that chickens are advanced far before they are hatched.

2206. Baboo *Chunder Mohun Chatterjee.*] You have

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R. T. Larmour, Esq.

22 June 1860.

have stated that indigo is more valuable than any other product. Is not silk more valuable, as it sells from 300 to 600 rupees a maund?—Yes; per maund silk is more valuable than indigo; but the total product of silk, compared to that of indigo, is a mere trifle.

2207. Mr. *Fergusson.*] In the papers that have been published by the Bengal Government respecting Mr. Herschel's proceedings, it is stated that in one of the *parwannas* the word "not" was omitted, and then Mr. Herschel adds, "the fault I found lay with the *peshkar* of my own office, who has been dismissed from Government employ in consequence;" do you think that such an alteration would have been made by the *peshkar* unless under the influence of emissaries and corrupt means?—In the instance alluded to, I believe from the well known and exceedingly high character of the *peshkar* of the Kishnaghur Court, that the mistake was altogether accidental, and the only point in which he was to blame was his neglect to read all the *parwannas* carefully. I understand the *peshkar* has only been suspended for three months on appeal to the Commissioner.

2208. When you were honorary magistrate, were any of your orders appealed against or upset by the magistrate?—No appeals were made from my decisions; no orders of mine were upset.

2209. Have you been instrumental in dispersing bands of dacoits besides those of Ameer Mullick's?—Yes; when in charge of the Shikarpore concern in 1850-51, I was instrumental in ridding the country of a gang of dacoits, who had long committed depredations in that quarter.

2210. Has not considerable jealousy been evinced by the British Indian Association, and other native gentlemen, at the appointment of yourself and other Englishmen as honorary magistrates?—Yes; I believe that native gentlemen generally were displeased at the honour conferred on myself and other planters (without our seeking), but they must have received intense gratification at the summary and shabby manner in which those powers were recalled.

2211. *President.*] Did you not yourself rather object, on principle, to Europeans, not officials, being invested with these powers?—Yes; I did object, and only came forward to accept those powers at the urgent request of Government, in the hour of their agony.

2212. Mr. *Fergusson.*] Do you believe that the jealousy above referred to has influenced the British Indian Association in their agitating against indigo planting, and how far?—I have no doubt it has done so; I believe that the withdrawal of honorary magisterial powers lowered our entire body in the eyes of the natives.

2213. Are Hindoos or Mussulmans among the ryots the most active in their opposition to the planter?—I think the greatest opposition has emanated from the Hindoos; generally, I believe, the whole thing is worked by the Hindoos.

2214. What is the feeling of the ryots in Kishnaghur towards the missionaries as far as you have been able to ascertain?—So far as I have opportunities of judging the feeling of the ryots towards the missionaries themselves is not over favourable to them.

2215. It has been stated that great excitement exists in Kishnaghur, in consequence of a charge of abduction against a planter; have you any knowledge of such being the case?—I can only answer for one-half the district, where the case alluded to was not heard of until the evidence of Mr. Bomwetsch was published in the Calcutta papers; no excitement of any kind existed to my knowledge.

2216. Have you heard of such charges being made against Europeans, unconnected with indigo planting?—Yes; in the month of December last, Messrs. Hill and Johnson, members of the London Missionary Society, were passing up the River Issamutti in boats, on a preaching tour, and when moored at the village of Bannialburia, the villagers assembled in great numbers, threatened to attack and sink their boats, stating that a woman had been forcibly carried away from the village, and taken on board their boats. Messrs. Hill and Johnson appeased the ryots by paying them 50 rupees; all this I learnt from these gentlemen themselves.

2217. Did you publish that story in the papers, and would you think it right to do so?—I would have scorned to have believed, or given circulation to, such an accusation against men of such high respectability and calling.

2218. I believe that you have been obliged to take *putnis* and *ijaras* occasionally upon heavy terms, and to a great extent; can you give any instances of the amount which such would add to the cost of cultivation?—The Bengal Indigo Company, in the purchase of zemindaries and *putnis*, have expended an amount of 5¼ lacs of rupees. We have little or no profit from these properties, and the increase and cost of indigo per beegah annually, would be nearly one rupee per beegah from the interest on that purchase money.

2219. *President.*] Are all the concerns and factories the property of the Company, bought with the Company's capital, *i. e.* are, or are not, those concerns working on borrowed capital?—The concerns have been all purchased with the Company's capital, and there is no debt on the concerns.

2220. Mr. *Fergusson.*] In the case of the Katgarra concern, I believe you paid 80,000 rupees price for the talook, and agreed to pay a rent of 5,000 rupees per annum beyond what could be then collected; was not the interest on that sum, and the annual loss, an addition to the cost of indigo, or a payment to the zemindar out of your profits to that extent?—Yes.

2221. Did not that payment to the zemindar diminish, by so much, your ability to make further payments to the ryots for their cultivation?—Most certainly. Had we not to make large payments to zemindars for purchases of *putnis* and renewal of *ijaras*, we could afford to be more lavish in our expenditure on the cultivation of the concerns.

2222. What do you consider the market value of the landed property held by the Bengal Indigo Company's concerns?—The zemindary and *putnis* belonging to the Bengal Indigo Company's concerns were principally purchased many years ago, when the value of zemindaries and *putnis* was comparatively low. The present properties would realise, at the present market rate, 10 lacs of rupees.

2223. Baboo *Chunder Mohun Chatterjee.*] Were you to part with your zemindaries, *putnis*, and other leases, do you not think that you would make a very handsome profit, according to the value given?—Yes, there would be a profit on the original purchase money. But there being no return from these zemindaries and *putnis* in the shape of profits or collections, the amount invested is dead block.

2224. Mr. *Temple.*] Seeing that no return is at

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529

at present received, and that these tenures might be sold at so great an advantage, what object has the company in retaining them?—Without these tenures, in the present state of the Mofussil, we could not expect to carry on our indigo business without great trouble, opposition, and law expenses.

2225. Could you not rely on the ryots cultivating to their own interest?—We require zemindary power to conduct our business in the Mofussil.

2226. Mr. *Fergusson.*] If the present crusade against indigo is successful, what effect will it have on the ryots in your *illaka*?—If the capital yearly expended in the cultivation of indigo were withdrawn, and the Europeans obliged to leave the Mofussil, the consequences to the ryots would, in my opinion, be most disastrous.

2227. Would you not adopt every legal means in your power to enhance rents, and enforce payment of balances?—Yes, I would certainly do so.

2228. *President.*] Will you state whether any schools or dispensaries are maintained by the Bengal Indigo Company, or whether any sums have been contributed by them for the making of roads, or in aid of the ferry funds?—At Mulnath, Khalbolia, and Katgarra, we have village schools, one at each place; and at Mulnath there is a hospital and dispensary, superintended by a graduate of the Medical College of the Bengali class, and on which 1,000 rupees yearly is expended by the Bengal Indigo Company; some trifling amounts have been subscribed by the Bengal Indigo Company for making roads.

2229. Are you in the habit of affording any advantages to ryots, besides these schools and dispensaries?—We annually make considerable loans to ryots who may be in distress, from their houses being burnt down, and their cattle having died, without charging them any interest from these loans.

2230. The following changes in the system of indigo planting have been variously suggested to the Commission; will you favour us with your opinion on those amendments. 1st. That the planter should bargain with the ryots for any piece of land he might fancy, just when the sowings commence, as in question and answer No. 513. 2d. That the planter should take upon himself to pay a portion of the rents of lands sown with indigo. 3d. That bundles should be purchased at a lower rate, varying from four to one bundle for the rupee. 4th. That the factory should always pay for the carting. 5th. That the plant should be weighed, not measured. 6th. That seed grown from stumps should be purchased by the factory at the market rate. 7th. That the factory should charge the ryot nothing for seed. 8th. That the ryot should derive some advantage from the out-turn of the manufactured indigo. 9th. That the planter should give a certain price for the crop per beegah; 8 or 10 rupees for a full crop, 4, 5, or 6 rupees for a middling, and a smaller sum even if, owing to unfavourable seasons, there should be little or no crop at all?—Answer to No. 1: It would be impossible to make bargains or arrangements for any quantity of lands at that season, and, under these circumstances, I do not think this suggestion is practicable, because it is physically impossible from the scattered cultivation available for indigo. Answer to No. 2: I don't think this proposition a good one, it would complicate accounts with the ryots. Answer to No. 3: I think that as to bundles, no definite system could be introduced, because no two men agree as to the size of the bundles. If the vats are measured, and to the one thousand cubic feet, sixty bundles are allowed, I think it would be a good and fair arrangement, and I have found it to answer well. Answer to No. 4: That I think is a fair proposition. Answer to No. 5: I am not prepared to offer an opinion. Answer to No. 6: that I think a fair proposition. Answer to No. 7: At the present price of seed, I don't think so great a concession could be made. Answer to No. 8: Whether the produce from the indigo plant is high or low, the price paid to the ryot for the plant remains the same; I should not recommend any such arrangement as that in the question proposed. Answer to No. 9: Some such arrangement might be practicable in concerns which have all October sowings; but in the high concerns of Kishnaghur, when frequently the sowings are not completed until the month of June, no such arrangement could be carried out. It would be a physical impossibility to go round a *ryotti* cultivation in that season and value each man's *(heta)* or lot.

2231. Mr. *Fergusson.*] After the disastrous inundation in 1856, did not the planters in Kishnaghur make large loans, without interest, to distressed ryots; and were they not particularly active in carrying out the relief afforded by Government?—Yes.

2232. Do you invariably release the lands claimed by poor Brahmins as rent-free, on presentation simply of a copy of the Collector's *taidad*?—Yes; in the zemindary of Mulnath concern alone, I have released upwards of 17,000 beegahs.

R. T. Larmour, Esq.

22 June 1860.

[After explanation, the following Witness was here Examined]:

INDRA NARAYAN RAI, Kyburto, Inhabitant of Borobari village, Thannah Bagda, Zillah Nuddea, Factory Katgarra, called in; and Examined on oath.

2233. *President.*] WHAT complaint have you to make?—On the 7th of *Baisakh* last, 20 or 25 *lattials*, with one Mr. Cockshott, and Mr. Larmour (now present), came to my residence at 12 o'clock at night. I was in the bungalow; my brother was in the *athchala* house, or that which has a verandah on all the four sides. They could not find me; but they laid hold of my brother. The joint magistrate was there also, with 10 or 12 sepoys. The joint magistrate and sepoys remained outside; but these two *Sahibs* went inside. They took away Dinonath Rai, my brother, who is in prison. I presented a petition to the Commissioner, but no decision has been come to. Before that, I was accused of instigating the ryots; and a case was brought against me at Bongong, but I got off. Since then, there has been another complaint against me, of beating a peon and taking away some indigo seed. I don't know what has been done in it. Besides this, on the 28th or 29th of *Jyeshto* last, the people of Katgarra broke up my rice and sowed indigo. I have come here on purpose to mention it; I now understand that no order can issue from this place. The two

I. N. Rai.

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I. N. Rai.
22 June 1860.

gentlemen went to my house; they plundered it, and I have made a general complaint of plunder, without specifying the articles plundered. I intend to specify them in my deposition. All my family are afraid to go home; they are living with their relatives. I was once an *amin* in the factory.

Mr. LARMOUR's Examination continued.

R. T. Larmour, Esq.

2234. *President.*] YOU have heard what the witness, Indra Narayan Rai, has stated; do you wish to offer any explanation?—Indra Narayan Rai, with his brother, Dinonath Rai, are, with several others, defendants in cases of violent assault and theft of seed. Dinonath Rai was seized, and, with other defendants, was sentenced to nine months imprisonment by the joint magistrate of Bongong. Indra Narayan Rai is eluding the pursuit of justice, he having escaped when the other defendants were seized by the joint magistrate. I never saw the man's house in my life, nor did I accompany the joint magistrate to the village of Borobari when he went to seize the defendants. Mr. Cockshott accompanied the joint magistrate.

2235. Mr. *Temple.*] Has this man been a factory amin, and have you had any dispute with him about indigo?—Yes, this man was formerly an amin of Katgarra factory; I have had no disputes with him about indigo. He has always sown indigo until this season.

2236. Can you assure the Commission that the trouble and cases, to which this man has alluded, are in no way connected with the cultivation of indigo, and have no way arisen from his refusal to continue that cultivation?—His present difficulties have arisen from his intimidating other people from sowing indigo.

2237. Considering that he was formerly a factory amin, and therefore cultivated indigo, can you assign any reason for his conduct during the present season?—No.

2238. Are you morally convinced of his being guilty of severe assault and intimidation, and theft of indigo seed, and that there has been no exaggeration against him on the part of the factory servants?—Yes, I am morally convinced.

2239. *President.*] Do you think that any serious difficulty or impediment arises to the cultivation of indigo, either through the police, through the courts, or through the general administration of the law?—Yes, I think that the corruption of the police is a great impediment. The courts are also a great impediment from the great delay in getting a final decree; and the want of sufficient numbers of courts is also a drawback.

2240. Mr. *Temple.*] On the whole, do you consider you have anything in particular to complain, either with respect to the police, the magistracy, the courts, or the law generally?—Nothing further than the uncertainty and delay in everything connected with the courts.

2241. *President.*] Will you state in what particular way impediments to indigo cultivation are thrown by the corruption of the police; is it that they favour either the zemindar, or the ryot, or that they are not to be depended on in carrying out the orders of the magistrate?—Yes, I think that they generally favour the zemindar and ryot against the planter, and most of them are not to be depended upon.

2242. Mr. *Temple.*] In your own estates, have the police favoured the ryots, as against you their landlord?—In our own estates, we never have any cause for the interference of the police.

2243. Will you mention any instances on which you consider the police favoured either a zemindar or ryot in any estate, as against the factory?—I do not at this moment recollect any instances.

2244. Have the police ever attempted to extort, or extorted money from you directly or indirectly, or from your European assistants?—Yes, in an instance, when my indigo was being eaten down, I got an order from the magistrate of Kishnaghur (in 1854) on the darogah of thannah Sarsa, to the effect, that he was immediately to go to the villages, and prevent further destruction. He refused to carry out this immediately, unless he received 50 rupees. I do not, at this moment, recall any other instances.

2245. Have any such extortions been practised upon your factory servants, to your knowledge?—I don't remember.

2246. Or, upon your ryots?—I can't remember any instances.

2247. During your experience, have you met with opposition on the part of the magistrates, covenanted or uncovenanted; or, do you consider that they have been biassed against you (I mean in your capacity of manager of first-class concerns)?—In two instances, that of Moulavie Abdool Lutif, deputy magistrate of Kullaroa, and of Mr. Eden, of Barasct. I consider I have received persecution at their hands. I have no other officials to complain of.

2248. Have you ever, in time of difficulty, received support and counsel from magistrates, covenanted or uncovenanted?—Yes, invariably; except in the two instances above-mentioned.

2249. Then with the above exceptions you have generally received a fair degree of support from the magistracy?—Except in the late differences, when I received opposition from the deputy magistrate Hem Chunder Kur.

2250. With reference to the courts, have you had any experience of the recent code of civil procedure which was intended to simplify, abbreviate, and expedite proceedings?—I have had but little experience, but from what I have seen the decisions in cases have been very considerably expedited.

2251. Do you think that a still more expeditious, cheap, and easy procedure could be devised?—I think that that is quite practicable.

2252. *President.*] Do you think that Small Cause Courts, which have little or no record, could be established in the Mofussil, considering the isolation of courts in the interior, and the want of public opinion?—With very great advantage, if the present rising class of covenanted officers were appointed to them.

2253. Then you do not contemplate giving such powers to moonsiffs or sudder ameens?—No; where there is no superior check or appeal, I would not recommend such powers to be given to those officers.

2254. Mr. *Temple.*] Supposing Small Cause Courts presided over by officers such as you have described, were established in your neighbourhood, would you sue your ryots for breach of contract or for recovery of outstanding balances?—If

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If I ever had occasion to do so I would not hesitate to complain in such courts.

2255. In the present state of relation between planters and ryots, would you have any fear that such proceedings would deter ryots from continuing to take advances?—No, I don't think so.

2256. Does the difficulty you have described in getting decrees executed or the amount realised from the defendant proceed from any defect in or mal-administration of the law, or from the real poverty of the ryot, or from the real difficulty in getting at his effects?—It proceeds in a great measure from the dilatoriness in getting a decree executed, as well as from the difficulty of finding the ryot's property after the decree has been given.

R. T. Larmour, Esq.
22 June 1860.

Commission adjourned at 6 p.m.

Saturday, 23d June 1860.

PRESENT.

W. S. SETON-KARR, Esq., C.S., President.

Members:—R. Temple, Esq., C.S.; W. F. Fergusson, Esq.; Reverend J. Sale; Baboo Chunder Mohun Chatterjee.

ROBERT THOMAS LARMOUR, Esq.'s examination continued.

R. T. Larmour, Esq.
23 June 1860.

2257. *President.*] Do you think than in *ilaka* cultivation your legitimate influence as zemindar might be sufficient to induce the ryots to cultivate a small portion of indigo for you without having recourse to this system of contracts and advances?—It has hitherto been quite sufficient, for with most of our *ilaka* ryots we have not considered it necessary to take *sattas* from them, but it would be necessary to make advances.

2258. Are we then to understand that the system whereby a ryot puts his name to a blank stamped paper applies principally or exclusively to *be-ilaka* ryots?—Principally to *be-ilaka* ryots.

2259. Do not native indigo planters use their influence, legitimate or illegitimate, as zemindars, to make their ryots cultivate, and without giving them advances?—Yes.

2260. Mr. *Sale.*] Will you be good enough to state from whom you heard those circumstances which you mentioned yesterday, with reference to Messrs. Hill and Johnson?—From Messrs. Hill and Johnson.

2261. Did you learn from them, or did you gather, that the missionaries and catechists had their wives and families with them?—I was aware that the wives and families of the above gentlemen were with them at the time; I cannot speak as to the wives and families of the catechists.

2262. Do you remember that Mr. Hill told you that he was aroused at night by a noise in the catechist's boat, and that on getting up he found the people on the bank, who charged the Mussulman boatmen with having enticed a woman into that boat; and on Mr. Hill's finding that the woman was actually on board that boat, and being under the impression that the boatmen had enticed her, he acceded to the demand of the people for money, in order that the woman might get back her caste?—The circumstances, so far as I remember, were, that a body of the ryots came down to the bank of the river, threatening to attack the boats, stating that a woman had been carried away from the village; but I do not remember the fact of the woman having been found on board that boat; my impression was, that the whole affair was a got-up story by the ryots. That was the impression that remained on my mind.

2263. Did Mr. Hill explain exactly what he had done in the matter, and did you not express your approval of what he had done?—Yes; I remember having agreed with him, that as there was no magistrate or police in the vicinity, the wisest thing that could be done was to appease the ryots.

2264. Have you any reason to believe that Mr. Bomwetsch, or any of the missionaries, have published the case of abduction mentioned by Mr. Bomwetsch, in any paper or periodical, or in any other way, except in reply to a question by the President of this Commission?—No, I am not aware of Mr. Bomwetsch having published the reported abduction case.

2265. *President.*] How has the working of Act X. of 1859 affected you as a planter or zemindar?—It has as yet made no difference to me either as planter or zemindar; but it will, no doubt, eventually destroy my influence over the ryots. The zemindar, heretofore, has possessed a certain degree of feudal right, in which he has had the support of the Government; that right will, I think, be completely set aside; for instance, if a dacoity occurs within my zemindary I am bound to report the fact to the authorities; Government still binds me to this; but at the same time the passing of Act X. destroys my authority and influence with the ryots.

2266. Do you object to that part of Act X. which withdraws from zemindars the power heretofore enjoyed of summoning their ryots for the adjustment of their rents?—Most decidedly; ryots never come forward to pay their rents; they must always be summoned to do so; and depriving the zemindar of this power is, I consider, both unfair and unnecessary.

2267. Mr. *Fergusson.*] Are you not bound by law to provide forage, food, and means of transport for troops or officials passing through your zemindary; and might you not be liable to punish-

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R. T. Larmour, Esq.

23 June 1860.

ment under that Act if you summoned the ryots to aid you to carry it out?—Yes; and I have lately had to supply forage to the troops, during the late disturbances, stationed throughout my part of the district.

2268. *President.*] But do you object to those portions of the law which consolidate *ryotti* tenures throughout Bengal, and give security to the ryot; viz., Sections VIII., XIII., and XVI.?—Yes, I object to those clauses; I think that while the value of land is steadily on the increase, and will be (if European capital can be introduced into the Mofussil) still further enhanced, the zemindar should receive his share of that improvement, to which, in a great extent no doubt, he contributes.

2269. But when the zemindar has obtained, or is desirous of obtaining, the *ryotti* tenure, will not the Act be equally or more favourable to him, considering his superior knowledge, activity, and influence?—The instances are very rare in which a zemindar buys up the *jumma* of a ryot, and, comparatively, this law would be to him of no advantage.

2270. Mr. *Fergusson.*] You have been local manager of large concerns in, I believe, six districts, and have settled many zemindaries; have you or your servants ever been engaged in any affrays, or have any of them ever been punished by any of the courts?—No; I have never been engaged in any affrays, nor have my servants ever been punished by any of the courts.

2271. *President.*] Have the operations of the survey tended to adjust disputes and give security to the zemindar?—To an immense extent; in fact, disputes now, owing to this survey, are, in nine instances out of ten, amicably arranged.

2272. Have you any objection to the multiplication of sub-divisions, as tending to unsettle the relations between planter and zemindar?—Certainly not, provided those sub-divisions are placed under the charge of men in the covenanted Civil Service.

2273. Mr. *Sale.*] Is not Mr. Eden in the covenanted service?—Yes; but I am happy to say that he is an exception to the distinguished members of that body.

2274. Mr. *Temple.*] Have you observed recently any change in the ryots of the Baraset district with reference to indigo planting?—Yes; during the time of Mr. Eden's incumbency the ryots refused to sow their indigo or pay their rents; but since Mr. Cockerell has taken charge of the district, the ryots have sown their indigo to a considerable extent this season.

2275. At page 118 of the Government of Bengal's Selections it is stated as follows: "Instances are not by any means wanting to prove that an indigo factory and a station cannot exist on the same spot." Do you concur in that opinion or not?—Quite the contrary, as I have had charge of and worked a factory in the centre of Rampore Beauleah station. Bongong is six miles from the Mulnath factory, but immediately opposite to the factory of Joypore.

2276. Mr. *Fergusson.*] Have you been in the habit of resorting to the civil courts for the realisation of your claims upon ryots and others; and have you found delays and difficulties in prosecuting suits, without payments to the *amla* of the court as expedition money or otherwise?—Since the passing of Act VIII. a precise day has been fixed for the decision of cases; this obviates any necessity for giving what is termed "expedition money." I have not had many cases in the civil courts.

2277. Mr. *Temple.*] Do you, then, consider that this arrangement tends to prevent the *amla* from taking expedition money?—Certainly; the judges of the court fixing the day of trial.

2278. Mr. *Sale.*] Have you found that any recent simplification of the law or procedure of the courts has induced the ryots to complain more frequently against the factory?—Yes; I believe such has been the fact.

2279. So far as your knowledge extends, do you believe that the ryots understand that they are at liberty to complain against the factory servants; and that they can do so without the danger of incurring the displeasure of any of the factory officials?—The ryots are, I believe, perfectly aware that they are at liberty to complain against the factory servants; but being a most shrewd and intelligent race, they know that no man can be pleased at having a complaint brought against him.

2280. Then, in practice, would it not generally happen that they would carry their complaints against each other, or against the factory servants, to the factory cutcherry?—Undoubtedly; by seeking redress at the factory cutcherry they get justice without cost or charge of any kind.

2281. Mr. *Temple.*] Are you ever obliged to hire up-countrymen, or other men of that class, for special service, or for the protection of your rights and property?—I never employ up-countrymen for any purpose whatever; I employ men as *burkundazes*, to take charge of and protect property in the factory; not for any other service.

2282. Then you don't keep any of the men called *lattials*, or clubmen?—No; these men generally do not exist in Kishnaghur, though they do in Jessore.

2283. Do you consider that any improvement of the machinery in the manufacture of indigo, or any economy of time or labour, can be practically effected; and, within your experience, has there been much economy of expenditure introduced in the factory expenditure?—I think that, in the manufacture of indigo, machinery might very advantageously be introduced; I am not aware of its having been done up to this time. There has been no economy as to labour introduced. The great drawback to the employing of machinery is, that it is only necessary for two months of the twelve. In the general outlay of the concerns economy has been exercised to a great extent since 1848; and my opinion is, that a somewhat more liberal expenditure would be advantageous.

2284. Mr. *Sale.*] I think you stated that you had been successful in your measurements, and that the result was an increase of some 18,000 rupees. To what proportion of zemindaree did your statements refer?—Principally to the Mulnath zemindaree.

2285. Baboo *Chunder Mohun Chatterjee.*] You stated in your evidence yesterday, that the natives generally were displeased with the planters being vested with magisterial powers; will you please state your reason for believing this?—The British Indian Association, which represents the principal zemindars and native gentlemen of Bengal, publicly expressed their disapproval of indigo planters being made honorary assistant magistrates.

2286. Do you mean that they did so in their representation

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representation to Government on the subject?—Yes.

2287. Are you aware that members of the Civil Service are not allowed to hold lands, or have any money transactions with the people over whom they preside within their jurisdiction, by repeated orders from the Court of Directors and the strict orders of the Government here; and do you not think that on that principle, and on public grounds, the representation was so made to Government without any jealousy or party feeling?—I believe it was solely a party and jealous feeling that guided the representation of the British Indian Association to Government.

R. T. Larmour, Esq.
23 June 1860.

2288. During the time you were vested with magisterial powers was a petition presented against you to the magistrate of the district by a ryot complaining of oppression and other unlawful acts; and was the same petition referred to you for explanation by the magistrate?—I have no recollection of such a petition.

2289. Do you know of any of the planters who, during the time they held magisterial powers, abused those powers to serve their own interests?—No; I am not aware of any.

JOHN O'BRIEN SAUNDERS, Esq.; examination continued from 16th instant.

J. O'B. Saunders, Esq.

2290. Mr. *Fergusson.*] You stated in your former evidence, that a large quantity of indigo seed was produced in your neighbourhood and in the Doab for sale. Can you state about what quantity passed annually through Allahabad on its way to the Lower Provinces?—I have had careful returns sent to me of the quantities of indigo seed which passed the bridges of Cawnpore and Allahabad for many years, and they generally varied from one lac and 50,000 to two lacs and 20,000 maunds.

2291. Have you dealt largely in indigo seed in the Upper Provinces; and can you state at about what price the ryots sold this seed previous to the mutiny?—Yes, I have purchased largely. The cultivators get from 2 rupees 8 annas up to 4 rupees 8 annas per maund of 80 sicca weight.

2292. Were these purchases made in open market, and did the ryots get the highest prices current?—The cultivators generally contracted with native merchants, and received advances before the seed was ripe. They received the market value at the time that they made their contracts.

2293. Can you state the price at which indigo seed dealers contracted to deliver seed to planters in Tirhoot and Bengal?—The contract rates, up to 1857, have remained very steadily between 6 rupees 8 annas and 8 rupees, deliverable in Bengal and Tirhoot.

2294. Then, if the ryot in Bengal got 4 rupees as a fixed price from the concerns in Kishnaghur, did he not receive a higher rate for his seed than the ryot in the free market in the Upper Provinces?—Yes; comparing the one with the other, he got a full price.

2295. *President.*] Is the seed in the Upper Provinces ever grown from the stumps of the crop which has been cut and carted to the factory?—Never, in the countries west of Allahabad. In the fields intended to be kept for indigo seed a considerable quantity of the plant is cut out, and the rest left standing for seed; it is thinned out, the rest of the plant being left for seed.

2296. Mr. *Fergusson.*] Have you not frequently known of up-country seed selling in Bengal for a rupee or two a maund after the spring sowings are over?—Yes; I have known it selling for anything that could be got.

2297. Have you ever supplied the Bengal planters on commission; and at about what price did the seed stand?—Yes; in the years 1834-35-36, I supplied large quantities of indigo seed on commission; the average cost was from 6 rupees to 6 rupees 8 annas a maund.

2298. Are you aware that Messrs. Begg, Dunlop, & Co., and others, contracted to deliver seed for a series of years at 6 rupees 8 annas to 8 rupees a maund?—Yes, I know of some of these contracts at these rates; and I have heard that they have had extensive contracts at these rates.

2299. If they purchased the seed in the Upper Provinces at 4 rupees a maund, would the additional 2 rupees 8 annas do more than cover the loss in clearing, expense of carriage, insurance, &c.?—I think at 4 rupees a maund, after paying all charges, there might have been a profit of 8 annas a maund.

2300. *President.*] You have given us to understand, that you found in the Upper Provinces a large indigenous cultivation of indigo, quite unconnected with European enterprise; did you find the same thing in Allahabad?—No.

2301. Mr. *Temple.*] Has none arisen in Allahabad since the recent extension of indigo cultivation in the North West?—None. I should here add, that I believe indigo was introduced into Bengal from the North Western Provinces. The cultivation of indigo has existed in the North West from time immemorial. There is not a village of any extent in the North West which has not vats of its own for the manufacture of its own cultivation. I could manufacture good indigo to any extent in the Provinces, without setting up any regular factory buildings.

2302. *President.*] In the North West, or in Allahabad, had you any practical difficulty in the cultivation of indigo, arising out of the conduct of the police?—I never had any trouble from the police, except when troops were marching through the country, when my carts were seized. I had a fine bazaar, full of carts and bullocks, ready to hand, which were very convenient for the police.

2303. Mr. *Temple.*] But I suppose you got hire for these?—No, it seldom came to that, because, on reporting it to the magistrate, I got them released.

2304. *President.*] Had you any difficulty owing to defects in civil courts, or in the law?—The defects of the courts drove me to deal with the large contractors, natives themselves, who were better able to secure their cultivation, from their intimate connexion with the cultivators, than I could. I could only sue in a civil court for damages, on a failure of contract, against the cultivators, who had little or nothing. It was, therefore, useless to proceed against them in the civil courts.

2305. Did the uselessness of a civil suit arise from defects in the court or the law, or from a deficiency of assets in the defendant?—From the deficiency of assets in the defendant, rendering it useless to go into a civil court in the cases of small cultivators.

2306. But, suppose a small cultivator or proprietor

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J. O'B. Saunders, Esq.

23 June 1860.

prietor did possess assets, could you then have obtained a decree against him, and realise the amount with tolerable certainty?—The process was a very slow one; and, after a decree was obtained, it was still longer before it could be put into execution; and when it was put into execution, the property was all mortgaged, or had been made away with.

2307. Mr. *Fergusson.*] In fact, was not the delay so great as to render it quite useless to one in civil courts, even if a man had money?—It was not altogether useless, for we could hold the decree *in terrorem* over the debtors, and the example was useful.

2308. Mr. *Temple.*] Do you consider that the new procedure, that has recently been introduced in the North West, will greatly facilitate transactions between planters and cultivators?—No doubt it would facilitate all transactions, though not particularly the transactions between indigo planters.

2309. Have you known many or any affrays in the North West relating to the cultivation of indigo?—I never heard of any.

2310. Were you or your servants ever complained against in any of the criminal courts of any districts in the North West?—No, never.

2311. Were you or they ever accused of beating or imprisoning, or otherwise maltreating, cultivators of indigo?—No; never in any court, to my knowledge.

2312. Were you or they ever accused of cutting down trees, or forcibly measuring indigo lands, or forcibly sowing lands with indigo?—No, I never was; but I have complained against a Government officer, a tuhseeldar, for cutting down my trees for firewood for troops; the tuhseeldar's reasons being, that villages belonging to Europeans were of no private advantage to him whatever, the custom of the district being for each village paying small *douceurs* to the tuhseeldar, which an Englishman refused to do. My trees were cut down in 1830; I complained at once, and put an end to it.

2313. *President.*] Did any of your ryots ever apply to you for the settlement of their disputes?—They never have; never, except in matters in which we ourselves were interested.

2314. Mr. *Temple.*] Had you any serious disputes with zemindars?—Never, about indigo.

2315. Mr. *Sale.*] Would not the ordinary cultivators settle their disputes by punchayats?—Not that I am aware of.

2316. Mr. *Temple.*] Did any dispute, or other question, arise between you or your assistants with any of the missionaries stated in the North West?—No, never.

ADUM MUNDAL, Inhabitant of Daripara, Thannah Joydia, Zillah Pubna, Luckipore Factory, Concern Salgarmudia; called in, and Examined, on oath.

A. Mundal.

2317. Baboo *Chunder Mohun Chatterjee.*] WHAT *jumma* and land have you?—I have a *jumma* of 15 rupees, comprising 8 beegahs of land. I have never sown indigo. They laid hold of me to come and sow this year. This was in the end of *Jyeshto*, about 20 days ago. They told me to sign a contract for 10 years. I refused, and I was put in a godown under the care of a guard, to whom I gave something, and thus got away. They did not beat me. This was at Salgarmudia. As soon as I got away I came here direct. I heard from some coolies that I should get justice in Calcutta. I did not go to Pubna, because there were *lattials* in the way, and I had been caught once.

2318. Mr. *Fergusson.*] Do none of your relatives or partners cultivate indigo?—Two of my cousins sow, but this is for Mr. Macnair, of Jorada factory. They don't reside at the same residence with me. They have a separate residence.

2319. *President.*] Then what can be the reason that you were taken to the factory and asked to sow this year?—Those other indigo ryots were taken to the factory to sign a fresh agreement for 10 years, because the people of the factory thought that the ryots would refuse to sow next year; therefore the servants took them, and they took me along with the ryots, and I got away in the manner described.

2320. Mr. *Fergusson.*] Have you never been in the employment of any factory as a servant?—I was employed at Mr. Macnair's factory as a durwan or doorkeeper. I was told to pull the *punkah*, and refused, because my honour would be thereby lost. I used to be in charge of bags of thousands of rupees; how then could I pull the *punkah*?

2321. *President.*] How long have you been residing in your present village?—Since the month of *Kartick* last.

2322. Baboo *Chunder Mohun Chatterjee.*] How did you get your land?—My nephew, Amundo Mundal holds a *jumma* of 60 rupees, and he gave me a fourth share of it.

2323. Mr. *Fergusson.*] Has your nephew cultivated indigo on the above *jumma*?—My nephew has cultivated indigo for Mr. Macnair, but not in Daripara.

2324. How long were you in Mr. Macnair's service?—Ten years.

2325. Did you not go to Salgarmudia to ask for employment?—Mr. Macnair's nephew sent for me, but I did not go. I did not go to Salgarmudia.

2326. Have all the ryots of Salgarmudia been asked lately to sign an agreement of 10 years' long?—They have been asked, but I can't say whether they have done so.

JADU BISWAS, Inhabitant of Rungpore, Thannah Hardi, Zillah Nuddea, Factory Luckipore, Salgarmudia Concern; called in, and Examined on oath.

J. Biswas.

2327. *President.*] WHAT is your *jumma*, and how much land have you, and what is your general condition?—I have a *jumma* of 25 rupees, *i. e.* 50 beegahs of land; I have one plough and a pair of bullocks; I can read and write. The planter at Luckipore is in the habit of taking my bullocks and my plough, and sowing indigo on my lands; this has been going on for 15 or 16 years. I have never complained about it till this year, when I heard that the "great *Sahib*" had ordered that it was optional with us to sow indigo; on hearing this we took courage, and presented

presented a petition to the magistrate of Pubna, who came to the Joydia thannah, and went to the village of Huriuaraynapore; and I made a general complaint against the proprietor of the Salgarmudia concern for forcibly taking away my bullocks and plough, but I got no redress.

2328. You state that you are within the limits of the thannah Hardi, zillah Nuddea, what made you complain to the magistrate of Pubna?—The magistrate of Pubna had come within six miles of our village, and we thought this a good opportunity of making known our complaints.

2329. Mr. *Sale.*] Did you never take advances from the factory?—No, never.

2330. *President.*] Did you sow last year, and what became of the produce?—I did; the factory people cut the plant and took it away; I have not been recently to the factory to settle my accounts; if I ever went there, I was made to wait the whole day, and was then sent away without receiving anything, by the *gomashta.*

2331. Mr. *Sale.*] Did you never understand that you were indebted to the factory, or that you had to receive anything from it?—I understand that they pay at 6 bundles per rupee, and my land produces from 12 to 14 bundles. They take seven beegahs of land for indigo; I have complained to the *amla,* but found it of no use; I have also complained to the planter, but he has never taken the matter up. *J. Biswas.* 23 June 1830.

2332. Mr. *Temple.*] Will you swear that you have never touched a single rupee from the factory?—Yes; I will swear that I have never received anything

2333. Are you sure that no claims of advances and *fazil* are set down in the factory books as having been received by you?—I do not know about this.

2334. Supposing that the factory books should show advances and excess receipts against your name, year by year, for some time past, what answer could you make?—I have never seen anything written in the books. If anything is written in the books, it has been done without my knowledge, and I know nothing at all about it.

BISWANATH GHOSE, Inhabitant of Futtehpore, Thannah Doultgunge, Zillah Nuddea, Birkistopore Factory, Khalispore Sudder Factory; called in, and Examined on oath.

2335. *President.*] ARE you in the habit of sowing indigo?—Yes, I have sown by compulsion; about 20 years ago I got two rupees advance for one beegah. *B. Ghose.*

2336. Baboo *Chunder Mohun Chatterjee.*] What land have you?—I cultivate brannutter or rent-free land of 24 beegahs in extent; I pay 12 rupees rent for it; I have no *jumma.*

2337. Does the cultivation of indigo at all interfere with your other cultivation?—Yes, it does; it almost prevents our cultivating anything else. They take what they call threea nd a half, but what I call five and a quarter beegahs.

2338. Do the planters allow you to plough your rice lands so long as there remains indigo to be sown?—They never allow us to go to our rice cultivation, *i. e.,* the dewan, *takidgir* and *amin* do not.

2339. *President.*] Have you sown this year; and if not, were you sued for breach of contract?—No, I have not sown this year; formerly I thought that the whole of Bengal belonged to the planters. Now, since the issue of the *purwanna,* we know that there are *Hakims* or authorities.

2340. Do you owe something to the factory?—No; I don't owe anything.

2341. Baboo *Chunder Mohun Chatterjee.*] How do you know whether there is a balance against you in the factory books or not?—I do not know.

2342. Mr. *Sale.*] Do not they call you sometimes to make up your accounts?—Yes; they do sometimes, and when I go to settle my accounts they tell me I am in debt: in some years, that is in one or two years, they gave us one or two rupees excess, but this I have to give to the factory servants. I must give it them, or they won't let me cultivate my rice.

2343. *President.*] Have you never complained to the planter?—Yes; I do sometimes, but he does not look at the case very much; besides, the *amla* tells him that if hears such complaints, it will interrupt the cultivation of his indigo.

2344. Last year how much indigo did you deliver?—Ten boat loads; they were small boats; about 40 bundles by my calculation, by that of the *amla* three or four.

2345. For what particular purpose have you come here?—I have come here merely to make known my condition; I am living at the house of Brojomohun Haldar at Pathuria Ghatta.

2346. Baboo *Chunder Mohun Chatterjee.*] Whose brannutter land do you cultivate?—That of Kinu Rai *Mohashoy.*

2347. Mr. *Fergusson.*] Have you cultivated rice this year, and how much?—Twelve beegahs, including the indigo land.

2348. *President.*] Has the indigo at all injured that land, or have you a good promise of rice?—No, it has not injured it. There has been good cultivation this year, and all my rice has come up well.

2349. Mr. *Fergusson.*] If the weather after this turns out unfavourable what will you do?—If this should happen I would trust to my cold weather crop, chillis, wheat, mustard, and so forth.

2350. If the rice should fail, won't you go to the planter for advances?—No, I hate the name of the factory.

2351. If there should be no oppression and no causes of complaint, if the advances should be paid so as not to be intercepted, would you be willing to sow?—No, I would rather go to a country where indigo is not sown.

2352. If you lose your cattle does not the planter give you a loan without interest to purchase others?—I have never asked him.

TILOK PARAMANIK, Inhabitant of Sonadangi Madpore, Thannah Jhondia, Pubna Zillah, Luckipore Factory, Salgarmudia Concern; called in, and Examined on oath.

2353. *President.*] ARE you in the habit of sowing indigo?—Yes; and I have sown this year also; I have a plough and a pair of bullocks. I have sown rice this year, but have been obliged to sow it after dusk. I have to sow what they call three and a half beegahs of indigo, but what I call five. *T. Paramanik.*

2354. Baboo *Chunder Mohun Chatterjee.*] What quantity

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T. Paramanik.

23 June 1860.

quantity of indigo plant did you deliver last year?—Thirty cart loads; but I can't say how many bundles.

2355. Did you go to the factory to make up your accounts?—Some of the *lattials* took me to the factory; when I got there the *amin* told me, if you stop here you will be put in the godown. Hearing this, I was afraid, and made off. By the quantity of indigo that I have delivered I ought to have something to receive, but I have never received anything. If they have written anything in the books against me, I don't know about it.

2356. *President.*] If you have sown this year, why is it you came down here to complain?—I have sown this year by compulsion. When the magistrate and the deputy collector came to Harinaraypore, I complained. They ordered me to make it up with the *Sahib*; some *lattials* came to the village and seized me, telling me to enter into a contract for ten years; but I gave a rupee, and got away from them there.

2357. Mr. *Sale.*] What *jummas* and what land have you?—Ten rupees *jumma*, on 14 beegahs of land.

2358. *President.*] Will you be willing to sow indigo next year?—No, for it does not give me time to attend to my rice. Besides, I get nothing for it; and they take our wives and children for the weeding, by which we lose our caste.

2359. Have you any other thing to complain of?—About four or five years ago they cut down four or five trees of mine, of which I did not complain. I have no other complaints to make.

MINU SHEIKH, Inhabitant of Furreedpore, Thannah Hardi, Naddea Zillah, Gosain Durgapore Factory, Katchikatta Concern; called in, and Examined on oath.

M. Sheikh.

2360. *President.*] WHAT *jumma* have you, and how much land do you cultivate?—I have two *jummas*, one of 10 beegahs, and one of 18, at two beegahs per rupee of rent. I sow 10 beegahs of indigo, which the factory call 5; I have sown in this way ever since the factory got the *putni*. Before the *putni* was taken, such oppression would not be practised. If we sow cold weather crops, such as wheat and mustard, they sow indigo amongst it.

2361. Baboo *Chunder Mohun Chatterjee.*] Are you not allowed to cut your cold weather crops?—If the crop grows well, they let cows into it to eat it up; but if a poor crop, they don't mind.

2362. *President.*] But by letting in cows on your crop, do they not damage the indigo at the same time?—Where our crops are concerned, they don't say the indigo is damaged; but if one of our cows stray into their indigo, they make a great outcry. Last year the village was fined 60 rupees, of which I paid 3 rupees.

2363. Have you sown this year; and if not, has there been a suit against you for breach of contract?—I have not sown this year. A suit was brought against me, but I escaped; I was absent at the time the suit was brought. I came to Calcutta to complain to the Lieutenant Governor.

2364. Mr. *Temple.*] Did you sow indigo last season?—Yes.

2365. Mr. *Fergusson.*] What was the result of last year?—From 5 beegahs I was credited with 11 bundles of indigo. I brought my plant in 11 carts. I got a *kath-chitti*, but that was taken away when the manufacturing season was over.

2366. Did you get any excess or any advances last year?—No; neither one nor the other.

2367. Have all the ryots in your village been equally unfortunate as yourself?—It is not the practice in *putni talooks* to give advances, and I have not heard that the ryots got any excess payment.

2368. Do you know the village of Nurhardi?—There is a village on the other bank of the river of that name.

2369. Mr. *Sale.*] Will you sow indigo next year?—No; as long as the talook belongs to the planter, so long there will be oppression.

2370. *President.*] Should the talook revert to the native zemindar, and the planter have to do only with indigo, would you then sow?—No; for with indigo there is oppression.

2371. Have any of your trees been cut down wantonly?—No, not mine. Those of other ryots have been cut. I have never been imprisoned, but they have taken my ploughs and bullocks for their *nij* cultivation.

SABIR BISWAS, Inhabitant of Hathiya, Thannah Hardi, Zillah Nuddea, Luckipore Factory, Concern Salgarmudia; called in, and Examined on oath.

S. Biswas.

2372. *President.*] WHAT *jumma* and what land have you?—Fifty-three rupees *jumma*, and 106 beegahs. Out of this I sow what they call 7, but what I call 11 beegahs; I have sown this year. Some years they give me a rupee or two of advances, but the factory servants get it all; I never get any excess. Last year I delivered 20 or 25 boat loads of plant. They say a boat holds three or four bundles; I say it holds 12 or 14.

2373. Did you receive any fresh advances last *Khartik*?—Yes, I did; I got 3 rupees, and I have sown this year; but now they say that I must take boat advances in order to transport the plant to the factory. Last month *Jyeshto*, they confined me two days in the godown at Luckipore.

2374. Mr. *Sale.*] Why did they confine you?—They wanted me to take advances for boats, and, on my refusing, I was put into the godown for two days. I paid a rupee to the durwan however, and got off.

2375. Baboo *Chunder Mohun Chatterjee.*] Did you complain of this to the magistrate?—No; I came away here to complain.

2376. *President.*] On what terms would you be willing to sow indigo from henceforth?—On no terms. Even if I were to get 100 rupees I would not sow. There is an excellent crop of indigo this year, about four or five boat loads a beegah.

MIRIAN

MIRZAN MUNDAL, Inhabitant of Bazemaju, Thannah Hardi, Nuddea Zillah, Poamari Factory, Katchikatta Concern; called in, and Examined on oath.

Mirzan Mundal.

23 June 1860.

2377. *President.*] HAVE you sown this year; and if not, why not?—I have not sown, because I could not stand it any longer.

2378. Have you been sued for breach of contract?—Yes, I have, and I have produced my witnesses. I can't say what order has been passed in my case. I heard there was a Commission sitting in Calcutta to do justice, and so I came here.

2379. Are you aware that you can get no redress here in your case of breach of contract?—I am now aware of this, but I wish to explain my circumstances. The planter is planter, zemindar, and *mahajan*. If the market is 16 kattas of 5 seers each for the rupee, we get 8 kattas from the *Sahib*, and carts are sent round to force rice upon us, which we are obliged to repay at 50 per cent.

2380. How much grain did you borrow from the *Sahib's* barns last year?—I borrowed 21 bish of 8 maunds each, *i. e.*, for my whole kindred. I have 44 people to feed. My complaint is, that I did not get this at the fair market price. When other *mahajans* allow 14 or 16 *kattas*, he allows only 8 and we are not allowed to go and borrow from other *mahajans*. I have also to complain, that since the month of *Kartik* last, the *Sahib* has cut down 700 bamboos, for which I have not been paid. The *Sahib* wanted to repair his barns with them. If he gives anything, it will be at the rate of four annas a hundred bamboos. Also, in the month of *Kartik* last, the factory people cut down a banyan tree, and burnt a lac of bricks with it, and also they have cut down some mango trees. I have 14 beegahs of land in the village, and about 40 beegahs in the plain; also, last year, we were obliged to cut a *khal* or watercourse, in order to bring water to the factory.

Commission adjourned at 5 P. M.

Friday, 25th June 1860.

PRESENT.

W. S. SETON-KARR, Esq., C. S., President.

Members:—R. Temple, Esq., C. S., W. F. Fergusson, Esq., Reverend J. Sale, Baboo Chunder Mohun Chatterjee.

ROBERT MORRELL, Esq., of Morrellgunge, in the District of Backergunge; called in, and Examined on oath.

R. Morrell, Esq.

25 June 1860.

2381. *President.*] YOU are a Sunderbund grantee, are you not. Will you state what you have done towards clearing your grants, and establishing ryots thereon?—I have four lots of Chuck Khowila Burrisaul, and another chuck, which I have lately received from Government, called "Jeodharra," also another one in *ijara*, or farm. Most of the grants are being cleared by myself. The whole extent of my grants is about one lac and 40,000 beegahs, of which, I believe, 60,000 or 65,000 beegahs are now cleared, and under cultivation. This has been effected in about 10 years.

2382. Do you consider yourself the absolute proprietor of the land?—Yes; as a grantee from Government.

2383. Will you state what kind of *kabulyats*, or *pottas*, you have interchanged with your ryots?—On the lands that I have cleared myself I have given them *pottas* for tenures, which we locally term *howlahs*, *neem howlah*, and *neem-ousut-howlah*, and *kaim kursa*; all the *pottas* I give are generally in perpetuity, at one rupee two annas per beegah of 1,600 square yards, such rents not being liable to enhancement; the *taloohs*, *howlas*, &c., are equivalent to *gantidars* and *mourusidars* in Jessore, or elsewhere. These tenures do not depend upon any quantity of land, as I have given *taloohs* for 1,000 or 2,000 beegahs, as well as for 10 beegahs.

2384. Then you do not consider that the creation of these incumbrances is a bar to the improvement of the estate?—The immediate effect of this measure is, that I can get as many ryots as I wish; and the improvement of their land is a matter of their immediate interest.

2385. Were these tenants all established by yourself, or did you find any houses or cultivation on the grants when you took them?—When these lands were put up for sale, at the Sunderbund Commissioner's office, they were bought by me *hasil sewai*. Land already under cultivation, in extent about 800 beegahs, were made over to the former *abadkars* or holders; on these lands there were no ryots, such being cultivated merely by *puttinas*, or men who merely came for the time of cultivation. I believe there were not more than two actual houses on the grant. The revenue of these *hasil* lands was paid by these parties direct to Government, and not through me; this arrangement exists up to the present day.

2386. Did you find any difficulty in commencing your clearances through the above tenants?—I found no assistance from them. On my first going I experienced great difficulty in procuring labourers,

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R. Morrell, Esq.

25 June 1860.

labourers, as I was looked upon by every one as an intruder. After a week or so, I came across a man who understood *Hindostanee*, and induced some men to come and labour; by this means I, by degrees, cleared away about 200 or 300 beegahs, and found it necessary to adopt some system. After making inquiries about the Sunderbund grants, I adopted the following system, *i. e.*, I made contracts with people, who engaged to clear a certain extent of ground at a certain rate, or for 2 rupees 12 annas to 3 rupees 8 annas a beegah; under this engagement, they were obliged to farm or clear away the jungle, and to settle ryots on it, or cultivate it for three years themselves. On the settlement of ryots, the engagements stated above were given first in the shape of *amulnamas*, or mere orders to remain in possession and cultivate, and then they were to pay rent according to the amount of beegahs which had been cleared, as regularly measured.

2387. What is the main staple of cultivation on your grants?—Rice.

2388. Have you endeavoured to introduce the more important staples; and, if so, with what success?—Yes; I have tried to introduce a better kind of sugar-cane than what is grown round about there; also *sola*, or gram; but I found the ryots unwilling to take the seed I offered them gratis, as they said it would introduce a system of *dadun*, or advances, of which they were afraid.

2389. Did they express no other unwillingness to any new kind of cultivation?—They said, if we take one thing from the *Sahib*, next year it would be something else, and so on, and eventually they would have to take *nil* or indigo.

2390. Is any indigo grown in the neighbourhood, and are the lands of your grant at all fitted for indigo?—No; there is no indigo grown anywhere in the neighbourhood, but the *beeta* lands, or lands on the edges of the *khals* on which sugar-cane and vegetables are grown, would be fitted for indigo. I know this, because in one of the packets of seed sent to me from Calcutta there was indigo, which was sown by my gardener by mistake, and grew up to about seven or eight feet high. I was in Calcutta at the time, but when I went back, the ryots insisted on having it pulled up and thrown away, and so I had it destroyed. At the same time, I was building my house and out-offices, and the division of the rooms in them caused them to think that they were intended for indigo vats; however, I soon made them understand that they were not intended for that purpose.

2391. Mr. *Sale.*] Are you aware that the late Mr. Rainey attempted to introduce indigo in the Sunderbunds south of Khoolnia?—No; I am not aware of this.

2392. Do you know from what part of the country your tenants come?—I believe from within two days' journey round about me.

2393. *President.*] When you first attempted yourself to cultivate by labourers, did you find it necessary to make advances to them?—Yes, I had to give a rupee a man to cut down the *jungle*. The ryots immediately commenced cultivating, and within the year there was a crop on the ground, and I got my rents at 1 rupee 2 annas a beegah.

2394. Had you to give them any assistance in the shape of money, to build houses, or any other kind of assistance?—Yes, I had invariably to give money; I had to give from 10 to 50 rupees to each man or family to enable them to buy in a stock of food, buy their bullocks, and build their houses; this money was always given out at interest. I first gave it at 12 per cent., but found my money never came back to me, so that after two or three years, I raised the interest to 37½ per cent. per annum, which is one-half of what is usually paid in that part of the country, being eight annas in the rupee for a loan of eight months. The reason why I did not get my money back at first was, that the party borrowing such would lend it to others at 75 rupees per cent. and more, thereby running the risk of losing the money they had borrowed of me, by some of the parties dying or absconding.

2395. So that, in fact, to get your dues, you were obliged to bring your practice somewhat in conformity to the practice of the country?—Yes; I had to make my money nearly as difficult to obtain as elsewhere.

2396. Are any cold weather crops grown on your lands?—Yes, vegetables, such as *kiras*, *koomras*, *kuddoo*, mustard, turmeric, chillies, tobacco, cotton, &c.

2397. Are these grown on lands from which rice or other crops have been taken during the same year?—Not generally; but they can grow on lands where sugar-cane or jute have been grown; the rice lands are invariably sown with rice, *i. e.*, with *aous* and *aumon* on the same land; the *aous* crop is first taken off, and then the *aumon* sown; but the land on which the *aous* has been grown does not yield so much; therefore the ryots generally sow enough *aous* to feed them till the *aumon* comes in.

2398. Mr. *Sale.*] Is there any difference in the land reserved for rice and that reserved for other crops?—Yes; the rice land is lower.

2399. *President.*] Did you find any unwillingness evinced by the ryots to cultivate mustard, chillies, and the other cold weather crops above mentioned?—No; these crops are grown round about there.

2400. Then the unwillingness you before alluded to was only evinced to strange crops, not grown in that part of the country?—Yes; it was at the time to which I refer, which was eight or ten years ago.

2401. Was the same unwillingness evinced to *sola* as to indigo?—There was no unwillingness to sow *gram*, and I did not want them to sow it for me. I wanted them to grow it as a variety and a crop, that they might depend upon it; what they were afraid of was, that by giving them advances for *gram*, it would lead to other things, and so gradually to indigo; they could not believe that I had any interest in their welfare, and they thought that I must have some special object of mine own in view.

2402. Mr. *Sale.*] Do you think that their feeling has at all changed towards you since that time?—Yes; so much so, that I am thinking of taking down sugar-cane and *gram*, having been asked by one or two ryots to allow them to try it.

2403. *President.*] Could any of these ryots, either through themselves or friends, have had any practical experience of indigo cultivation?—None whatever. I don't think that one out of a thousand has ever even seen the plant.

2404. Then the dislike to indigo was merely a vague fear resting on hearsay?—Yes; on common report, to the effect, that having once taken advances, they never fairly got rid of it for seven generations.

2405. Mr.

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2405. Mr. *Fergusson.*] Have they any fear of the same kind about salt?—I don't believe there is any salt now manufactured in the district; but some years ago, towards the south-east part of the district, I am told, salt used to be manufactured; and they had then the same fears about advances for salt.

2406. *President.*] In clearing your grant, did you meet with any opposition from the zemindars and ryots?—Yes; I did. They tried to prevent labourers from coming to my estate; and on the very outset, they sent about 20 or 30 men at night, and plundered my woodcutters' boats, thereby thinking that they would frighten me; my not knowing the language, and being troubled in this way that I would go away; however, about 20 of them were caught and put into jail.

2407. Baboo *Chunder Mohun Chatterjee.*] What led you to believe that they were sent by the zemindars, as you said they were known as dacoits, and might they not have come to exercise their own profession?—Some were servants of the zemindars, who thought it better, I suppose, to get those from among their ryots who were daring enough to attempt it; moreover, their object could not have been plunder, because the men who were attacked were woodcutters.

2408. *President.*] What motive had the zemindars for this opposition?—I presume they thought that my bringing a large tract of land into cultivation, would open out a large tract for the ryots, who might wish to leave the zemindary on account of illegal assessments.

2409. Mr. *Fergusson.*] Is not the land in this country valueless without *ryotti* cultivation, and would any zemindar or planter do anything to drive them away?—It would be valueless without ryots, but when thickly populated, the land is more valuable, as in that case there would be a competition for land amongst them. Oppressed ryots in a populous country could only run from one estate to another to be again oppressed, but by opening out a fresh tract of country it gave them a chance of escaping altogether from oppression, and obtaining holdings on better terms, which, in a measure, was a check upon the practice of the zemindar near me.

2410. Mr. *Sale.*] Is it not a fact that there is considerable competition amongst Sunderbund grantees for ryots?—I am not aware, as there are no grantees near me. I have no difficulty in obtaining ryots. Of the system of the 24-Pergunnahs Sunderbunds I am not aware.

2411. Baboo *Chunder Mohun Chatterjee.*] Do you find ryots under zemindars generally contented or the reverse?—Most of the undertenures in my part of the country are held by talookdars or *howaladars*, who having brought their lands under cultivation many years ago, got them at a low rate of rent. The only thing these men complain of are the cesses they are made to pay, such as marriage fees, a fee at the death of one of the family or at the birth; *pooja* expenses, and if a man puts up a sugar mill he has to pay a *salami* of two rupees eight annas for each mill. Then there is *tahurrir*, *i. e.*, a fee to the *tahsaldar* and writers at the rate of about one anna on the rupee, but most of these men are willing to pay these. They are generally very unwilling to pay the fines which are sometimes exacted quite apart from the above cesses. That is, if the zemindar be a Hindoo, and if any of the Mussulman ryots secretly kill a cow, he is fined according to his means, which is generally at about 200 rupees. Besides this they are subject to fines for little disturbances, which they would pay if they were moderate, but when obliged to pay 100 rupees, or more, it is then that these *howladars* and talookdars become discontented and generally sell their *jummas* to any one who can protect them, and take under-tenures, paying a small profit, which *talookdarri* tenures are saleable without reference to the zemindar. There is a form of entering the name in the zemindar's *sheristo*. These *howladars* exercise the same kind of oppression on the ryots below them.

2412. Are the zemindars generally of that district in the habit of levying these illegal collections and fines, or are they only a few men known to be bad characters as zemindars?—The only one who I know does not practice these oppressions is Raja Sutto Churan Ghosal, a shareholder of Pergunna Selimabad.

2413. *President.*] You have established a large bazar on your grant, have you not; did you experience any opposition from any zemindars in establishing the same?—I have established a very large bazar, and I did at the commencement experience some opposition, *i. e.*, from the zemindars forbidding their ryots to go to it; especially those zemindars who had little *hauts*, at, say, some three, some six hours pull by boat from my place. But by letting the shopkeepers have the lands rent free for six or seven years, and by reducing the price of salt from eight to six pice per seer, as well as of one or two other articles, by giving advances to the *mahajan* or shopkeeper, and also by my procuring salt direct from the Board of Revenue; by this I induced the ryots to come stealthily to my bazar, and so by degrees their numbers increased, and my bazar is now the largest in the Sunderbunds. I have *pucka* roads in it, and the people find it convenient during the rains, not having to wade through mud and water, and can get anything they like there, so they prefer it to others.

2414. There is no indigo factory working in the Burrisal district, is there?—I am not aware of any; I believe there are some indigo lands in the north-east of the district, near Furreedpore.

2415. Have you known instances of great lawlessness and affrays in the Burrisal district?—Yes; two or three instances; in one or two of which men were killed. In one instance, when the police were resisted, the magistrate called on myself and brothers to assist him, when two of them went with a few burkundazes, and the result was that the men came out and opposed them; the magistrate and his party were obliged to fire upon them, and 10 or 12 of the opposite party were killed or wounded; though they fired two or three shots, none of the magistrate's party were hurt.

2416. Were the attacking party dacoits; or were they supposed to be under the influence of any zemindar?—They could not have behaved in the way they did unless assisted by zemindars; for among them there were ryots belonging to one or two of the neighbouring zemindars. One of the men engaged in the affray became a ryot of mine, and I got a good many particulars out of him.

2417. Can you say whether it is the practice in the Burrisal district, for *lattials* to undergo a regular physical training, with a view to the exercise of their calling?—Yes, I have known many *sirdar lattials* get hold of a pupil, and regularly train him. These men have their own cultivation to attend to, but are ready to hire themselves out, when required.

2418. Have

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R. Morrell, Esq.

25 June 1860.

2418. Have you had much to do with the police, and have you found them disposed to act fairly?—I have had very little to do with the police. I have not a single case in any of the courts, and I have not had any for some years. It is difficult to get them to act fairly. People, even when having just cases, are obliged to pay them, and I fancy higher than any other district, for this reason, that a burkundaz, who gets four or five rupees a month, has to keep a boat, with one *manjhi*, and one *mulla*, costing him, hire of the boat included, 14 to 15 rupees a month. He is obliged to keep a boat, as the Burrisal district is intersected by innumerable *khals*.

2419. Had you reason to think that the police were inclined to favour the zemindars unduly, and not to give you fair play?—No, I think they generally treated me pretty fairly, being afraid of being handed up to the authorities. In one or two instances I have done so. I remember one in particular, when a burkundaz was stationed near my bazar to search all boats, lest they should have sepoys concealed in them. This man I found had taken money and rice on this pretext. I handed him up to the authorities, and procured his dismissal.

2420. Then on the whole, with the exception of the police asking you for *buckshish*, you found them disposed to treat you fairly?—Yes.

2421. Mr. *Fergusson.*] I presume that you followed the custom of the country, and paid them occasionally?—I paid them when they did what they ought to do. As, for instance, for taking the depositions of witnesses as given by them, without any insertions or alterations.

2422. Mr. *Sale.*] Have you, or have your people been troubled by the police, or others conspiring with your opponents to get up false cases against you?—Yes, by the holder of a neighbouring grant. When he found he could not and had not cultivated the extent of land he was required by the Government to cultivate, he thought it the best plan to try and prove that I had prevented him. The case was, however, dismissed.

2423. *President.*] Do you think that the establishment of a sub-division near your grant would aid or would obstruct your operations as a grantee and zemindar?—A subdivision has already been established at Ferozepore, which is about six hours' pull from my place. I would prefer it on my own estate, and I have written to the Government of Bengal, offering as much land as may be required for the cutcherry, jail, &c., as the subdivision would improve my estate, as well as my bazar, and would relieve me from a great deal of trouble.

2424. Are we to understand from this that you are obliged to hold cutcherry, and settle disputes among the ryots?—Yes; and it is the only work which confines me to my estate. For unless I gave them justice in this way, they would proceed to greater disturbances. The disputes now are generally about money lent and borrowed, caste, divorces, and possession of land.

2425. Baboo *Chunder Mohun Chatterjee.*] Do you punish the guilty parties, and how?—I sometimes fine them, and if the plaintiff has been really beaten, or his property been injured or destroyed, I adjudge the fines to him.

2426. Mr. *Fergusson.*] Is there any jealousy evinced on the part of the authorities, to your holding cutcherry in this way?—No; I have never found any; on the contrary they are convinced that if all the cases were taken up to them, they could not give them sufficient attention.

2427. Baboo *Chunder Mohun Chatterjee.*] Do you know anything of the management of the zemindar of pergunnah Edilpore, Tuppa Nazidpore?—No.

2428. *President.*] Have you dealt with anybody except Government, in the acquisition of land?—No, with no one, except one or two smaller holders near my bazar, alluded to above.

2429. Mr. *Fergusson.*] Have you availed yourself of the offer of Government to redeem your tenure altogether, or have you any intention of doing so?—I have not done so. In fact I don't know what the Government require. I am at present still holding rent free under the Sunderbund rules, and shall do so until 20 years have elapsed from the date of my receiving my grant, after which, it will be two pice per beegah for 10 years, and so on up to two annas.

2430. *President.*] Have you been making your arrangements hitherto on your own, or on borrowed capital?—We are working with our own capital.

2431. Have you never made loans to your ryots to purchase cattle, or to repair their houses, without interest?—No, I have never made such advances, but I have remitted debts in cases of deaths or misfortune.

2432. Do you ever sue your ryots for arrears of rent?—No, I have never sued any ryot settled by me; when rents have fallen in arrears, from failure of crops, I have generally remitted them altogether. In some years I have remitted from 3,000 to 5,000 rupees.

2433. You have been on your grant 10 years; do you think your legitimate influence as zemindar would now induce your ryots to sow for you each a small portion of his land with indigo, the ryots taking no advances, and you exercising no supervision?—No, they have the same dislike to indigo as they had then; of course I could force them, but unless a man had 300 or 400 rupees staked on a homestead, he would abandon his tenure and run away. And the others who had homesteads would run away too. This would also prevent others from coming near the estate.

2434. Have you ever had occasion to buy country produce in the market, such as jute, rice, gram, and so forth, and have you had to make advances for that object?—No, never having dealt in anything of the kind, I have never made any advances.

2435. Mr. *Sale.*] Do you know anything of any system of advances for rice made by the *mahajans*?—No, no advances are made by any *mahajans* for any crop. Nearly the whole of the produce is brought in boats to the nearest market, and sold by the ryots themselves.

2436. Mr. *Fergusson.*] What has been about the rise in the price of rice within the last five years?—The price used to be about one rupee four annas, and is now one rupee 14 annas per maund; I put in a statement, in answer to a circular on the question of the prices of country produce sent to me by the Commission.

2437. Could you give us any information as to the cost of cultivation and the price of rice in your district?—I put in a statement which I have prepared, skowing the cost and return of the cultivation of 10 beegahs of rice at the present prices.

Outlay

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Outlay on Ten Beegahs:

	Rs.	a.	p.
Labour for four months, at five rupees per month	20	–	–
Hire of a pair of bullocks, at two rupees for four months	8	–	–
Price of a plough	1	–	–
Ditto of seed	2	–	–
Rent, at one-eight per beegah	15	–	–
Reaping and thrashing of 10 beegahs paid in kind	27	–	–
Co.'s Rs.	73	–	–
Net Profit	37	–	–
TOTAL *Co.'s Rs.*	110	–	–

Return from Ten Beegahs:

From the sale of 40 beegahs of rice, at 2-12 per *bish*, or 150 maunds at 11 annas eight four-fifths of a pie per maund of rice	110	–	–
TOTAL *Co.'s Rs.*	110	–	–

	Rs.	a.	p.
Outlay per beegah	7	5	7½
Return „	11	–	–
Profit per beegah	3	10	4½

2438. Did we understand you to say that the ryots would refuse to take *pottas*, unless given in perpetuity, or for the term of your grant?—Some would not refuse it, but unless I gave such *pottas*, they would not come willingly and in numbers, and my object is to get as many ryots as I can.

2439. *President.*] What means do you take for the prevention of exactions by your servants and *dusturi*?—When I first commenced I paid, as is the custom, 12 rupees to my *naib*, six rupees to my *mohurrir*, and four rupees to my *burkundaz*, and allowed them, should a ryot give them a present willingly, to accept it; however, in a year or two afterwards, I began to discover that instead of taking what the ryot willingly offered, they used generally to oppress them for much more, and it was difficult for the ryot to prove whether he had given it willingly, or otherwise. However, on talking to my ryots on the subject, they all came forward and petitioned me, offering two annas a beegah more, if I would pass an order that no servant should be allowed to take *dusturi* or *nuzzur*; and they did this knowing that it would put me to greater expense by giving my servants higher pay. I agreed to the demand, and now I pay my *naib* 50 rupees a month; my *sheristadar*, 25 rupees; my *peshkar*, 15 rupees; my *tahsildars*, from 10 to 15 rupees; my *mohurrirs*, from 8 to 10 rupees; *burkundazes*, six to seven rupees; and my *jemadar*, nine rupees. These men are under agreements to me that any *nuzzur*, either of fruit or fish, must be sent up to me. I have not, since making this alteration, had a single complaint brought against any one of the servants; but it is possible that the ryots may give something to them, thinking they will have a better hearing. But I fancy my being on the spot is a great check to underhand proceedings.

R. Morrell, Esq.

25 June 1860.

2440. Do your principal officials come from the neighbourhood, or from a distance?—My *naib*, as well as one or two of my *mohurrirs*, and two or three of the *tahsildars* come from the district of Nuddea. The others, with the exception of the *burkundazes*, are from the country round about.

2441. Mr. *Fergusson.*] How many ryots' families do you think you have settled on your grants?—I don't exactly know; I should say about 1,500 families; but including temporary occupants, I should say about 8,000 souls.

2442. Do you find your ryots fulfil their engagements honestly, or do they do their utmost to evade them?—I have only had dealings with them in jungle cutting, and they fulfil their engagements. They pay their rents readily.

2443. *President.*] Have any of your ryots built *pucka* houses?—No.

2444. Can you form any idea of the period which would suffice to clear the whole of your grants?—Not exactly; but I fancy 10 years more will bring the whole under cultivation.

2445. Have you either a dispensary or school on your grant?—I had an English and a Bengali school; but the English department of it has now fallen away; the Bengali department is getting on very slowly. I have a dispensary and a dresser attached to it; one of my brothers being pretty well acquainted with medicine and surgery, used to attend to it; I have also established a post office.

2446. Mr. *Temple.*] Has the water traffic increased much within your recollection, and has it affected your operations, and if so, how?—The water communication has increased to a considerable extent; laden boats find it more convenient, as the channels near my estates are deeper, and they find my bazar of great convenience to them. Formerly they used to be afraid to go by that way, mostly on account of *dacoits*, and of course their passing to and fro has improved my bazar.

2447. Do you think that the Sunderbunds offer a fair field for European capitalists like yourself, and is there much suitable land available?—I have found it to answer, and there is lots of suitable land for the same description of cultivation. But the success would entirely depend on the capitalist residing on the spot, and on kind treatment of the ryots. However, I fancy that if too many capitalists were to enter the field at once, they would feel the want of ryots.

KALI DASS BOSE, Inhabitant of Abdulabad, Thannah Shibsha, Zillah Furreedpore, near the Cossimpore Concern, called in; and Examined on oath.

Kali Dass Bose.

2448. *President.*] WHAT zemindary or talooks do you possess?—I have an independent talook of 200 rupees sudder *jumma*, and I have also a *potta* of lands within other zemindaries. This *potta* is for 21 rupees, and is close to my house. My talook is scattered over five villages.

2449. Is there any indigo of the Cossimpore factory sown within your estate?—Yes; there is indigo sown there to the amount of 10 beegahs; this has been sown for a very long time.

2450. Does this amount of indigo cultivation result in any damage to you?—Yes; I don't get my rents every year from the ryots who cultivate this land, who are six in number; they say, As we have not had our accounts made up by the factory this year, and have not received anything, we cannot pay you. If I ever take

Kali Dass Bose.

25 June 1860.

proceedings against those ryots for my rents, the *Sahib* sends people to take me to the factory, and orders me to desist from proceedings against his ryots, telling me if I don't do so he will fine me. If I have to present a petition to the factory I have to pay four pice, which I drop into a box which stands before the *Sahib* in the *kutcherry*; besides this I have not experienced anything unpleasant connected with indigo.

2451. What other lands have those six ryots who cultivate indigo on your estate?—I cannot say the extent of the lands, as I have never measured them, but I can tell the *jummas*:—

		Rs.	*a.*	*p.*
1st	- - - -	7	-	-
2d	- - - -	4	-	-
3d	- - - -	2	8	-
4th	- - - -	1	10	-
5th	- - - -	3	14	-
6th	- - - -	3	11	-
		Rs. 22	11	-

2452. Cannot these ryots manage to pay their rents by the cultivation of other lands besides their indigo?—They are able to pay by their crops, but they do not do so on that pretext.

2453. Mr. *Fergusson.*] For what reason have you come down, and how long is it that you have left that part of the country?—I have got a case pending in the Sudder, not about indigo; I came down about that, and have been here about 15 days.

2454. Mr. *Temple.*] Who suggested it to you to come before this Commission?—When I was at the Sudder I heard from one of the *amla* that a Commission was sitting to investigate about indigo, so I came here.

2455. Mr. *Fergusson.*] Was the former manager better or worse than the present one?—Mr. Dunlop, who has gone home, was a good man, and there was not so much oppression; after him came the present Mr. Smith. There had been another gentleman there for a very few days.

2456. Is there not a Sub-Division in your neighbourhood?—There is one at Mandaripore, about a day's journey from my house; and the station of Furreedpore is about three quarters of a day's way off.

Muchai Mandul, Inhabitant of Govindopore, Thannah Hardi, Zillah Nuddea, Factory Gosain Doorgapore, Katchikatta Concern, called in; and Examined on oath.

Muchai Mandul.

2457. Baboo *Chunder Mohun Chatterjee.*] What *jumma* and land have you?—I have a *jumma* of 12 rupees, that is to say about 30 beegahs of land. The planter has taken one-half beegah for a part of a bazar and gives me no deduction for it; also some of my lands have been taken for the railroad, and I have not had any deduction for that. In the month of *Aswin* last I had five beegahs of very fine rice, which the factory people destroyed by letting in cattle. The land was flooded soon after, and nothing could be done with it, but I sowed four beegahs of land with *halai* or pulse, which they broke up and made me sow indigo on it. I have been in the habit of sowing indigo by compulsion for years. My father used to sow indigo.

2458. Can you say how your account stands with the factory?—I cannot say exactly. In some years when I have to receive a rupee or two, they transfer it to the rent account.

2459. How many beegahs did you deliver to the factory last year?—Twelve cart-loads, which would be 24 bundles; I sow what they call three beegahs with indigo, but what I call six. Also I have a cart which is pressed to carry indigo. Last year it was worked for two months and twelve days; I only got two rupees. The custom is for the *gomashta* to make an estimate of the cost of making indigo, including coolies, carting, boat and manufacturing, saying it shall not exceed so much. The upshot of which is, that the *gomashta* makes as much as he can, and gives us nothing. The *Sahib* is not to blame so much. If I were properly paid I should have got at the rate of 7 rupees, 8 annas a month for the two months and 12 days.

2460. Mr. *Fergusson.*] Do you mean to say that your cart was employed in carrying indigo for two months and twelve days, and for nothing else?—Yes, for when the manufacture of Doorgapore was over, which was two months and eight days, I was taken then to another factory, and I worked there for four days.

2461. Were you ever a servant of the factory, and were you ever discharged?—I was never employed as a factory servant.

2462. Mr. *Temple.*] Is the money that is paid, paid through the *gomashta* or by the *Sahib* himself?—By the *gomashta*, not in the presence of the *Sahib*.

2463. If the full rate which the factory professes to give to you, were paid you by the *Sahib*, would you be satisfied?—No, I can make 12 annas in the 24 hours by carrying ryot's produce, and if I buy things on commission I can get a rupee for my cart.

2464. Have you been inside a godown, and have you any complaints to make on that head?—Last *Kartik* I was so confined for four or five days. The *Sahib* was building a factory, as the old one was going into the river, and he wanted my cart to carry some timber; I refused; whereupon I was confined. After five days I agreed; I worked for a month and received one rupee subsistence allowance. I took some *halai* for the *naib* on speculation, and the *naib* promised to get me paid, but he did not.

2465. What sort of a place is the godown, and what kind of food did you get there?—The godown is, as usual, a pucka one, with a door. I used to get a meal every day in the khansaman's house.

2466. Mr. *Fergusson.*] Have you been sued for breach of contract?—Yes, no order has been yet passed on my case.

2467. Mr. *Sale.*] Have you ever been beaten?—I have been beaten only twice. The *Sahib*, however, has cut two mangoe, one tamarind, and about 50 babul trees.

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KAMOLO KANTO MALAKAR, Inhabitant of Megna, Thannah Pangsha, Zillah Pubna, Factory Dobracole, called in; and Examined on oath.

Kamolo Kanto Malakar.
25 June 1860.

2468.] *President.*] WHAT has induced you to come here?—In the month of *Baisakh* I sowed rice; the factory people came and sowed indigo on it without destroying it. I complained of this at Pubna, whereupon the Darogah was ordered to investigate it, after which the Magistrate came himself to the spot, and asked me why I did not produce my witnesses. He gave me two days to do so, and I did produce them. Another *parwanna* was issued to the Darogah, who went over the ground piece by piece; no final order has been passed. The Commissioner recommended me to come here.

2469. Have you been in the habit of sowing indigo for the factory?—Yes, I have been in the habit of sowing two beegahs of indigo. From the time of Mr. Rice I have sown indigo. I can't say what indigo I gave last year, because I took no account of it. [Witness here filed three *hathchittis* of the years 1855-56 and 1860, showing that he was still in debt to the extent of four rupees, and had received no advance during those three years. The witness explained that the name of the person standing bail in the *hathchittis* of 1860, was that of his eldest son.]

2470. Baboo *Chunder Mohun Chatterjee.*] But these *hath-chittis* do not show you to have delivered any plant for the last three years; how is this?—The factory cut the plant and carry it off to the factory. Then the *amin* and *takidgir* in *Phalgun* and *Chaitro* used to throw *hath-chittis* into our houses; as long as Mr. Rice was in the factory we got every pice of our just dues, as well as the rent of the land on which indigo was sown.

2471. Are you a *gantidar*?—Yes, I am. I have 100 beegahs of land; six or seven ryots under me; two ploughs, seven bullocks, and five milch cows.

2472. Mr. *Temple.*] Have you any particular oppression to complain of besides what you have already stated?—Yes, my trees have been cut down.

2473. Have you been beaten or imprisoned?—No, but the persons of the factory have been after me for the past four months to catch me, but they have not been able. The *Sahib's* lease of the talook is out this year, and he wants the lease of my *jote*.

[Commission adjourned at 6 P. M.

Tuesday, 26th June 1860.

PRESENT.

W. S. SETON-KARR, Esq., C. S., President.

Members:—R. Temple, Esq., C. S., W. F. Fergusson, Esq., Reverend J. Sale, Baboo Chunder Mohun Chatterjee.

DUDH MULLICK, Inhabitant of Bondabil, Thannah Hardi, Zillah Nuddea, Factory Par Durgapore, Katchikatta Concern, called in; and Examined on oath.

Dudh Mullick.
26 June 1860.

2474. *President.*] WHAT *jumma* have you, and what amount of land do you sow with indigo?—I have a *jumma* of 18 rupees and 32 beegahs of land, of which I sow 22 by my measurement, and 11 by the factory's. Last *Kartik*, I sowed these 22 beegahs with cold weather crops, *i. e.*, wheat eight beegahs; linseed and barley 11 beegahs, two beegahs of mustard, and one beegah of chillies. After that, the *amins* and *takidgirs* scattered indigo seed, and when my cold weather crops came up, they plucked them up. I complained of this in the month of *Magh*, to the magistrate, and in *Baisakh*, I also presented a petition to the Commissioner of Allipore; I can't say what orders have been passed on it.

2475. Has a suit been instituted against you, for breach of contract?—Yes, but I can't say what order has been passed.

2476. Baboo *Chunder Mohun Chatterjee.*] Did you present those petitions alone, or in company with others?—Before the magistrate, with the whole village. Before the Commissioner of Allipore, in twos and threes.

2477. *President.*] Have you filed any answer in your case?—Yes; my answer was that, "I sowed indigo in *Kartik*; how then could I have taken advances in *Agran*?"

2478. Baboo *Chunder Mohun Chatterjee.*] Does the cultivation of indigo interfere with your other crops?—Yes; in the month of *Baisakh* they don't allow us to cultivate our own crops until we have sown their indigo. This last *Baisakh*, I have not sown indigo, and consequently, I have been able to cultivate my other crops.

2479. Do they compel you to plough their *nijabad* lands, and are you permitted to attend to your rice cultivation until that is finished?—Yes; they take our ploughs for their *nij-abad*. Last *Kartik* I was compelled to cultivate their *nij* for 10 or 12 days, *i. e.*, I gave them 20 ploughs, including the *mui*; this, at two annas a plough, should have been two rupees eight annas. I have never been paid anything for this. I complained to the *Sahib*, who referred me to the *gomashta*, who said that, "I had been allowed to sow cold weather crops."

2480. Has it not sometimes happened, that to avoid detection, you have been obliged to plough

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Dudh Mullick.

26 June 1860.

your rice lands by moonlight?—Yes, sometimes in the evening, and sometimes after dark.

2481. Have you ever been thrashed, or fined, for attending to your rice lands?—I have never been beaten, imprisoned in a godown, nor individually fined; but about a year ago, the whole village was fined 20 rupees, and I had to pay my share of the fine, which amounted to three rupees.

2482. At what time of the year are you generally allowed to cultivate your lands for rice?—In the month of *Jyeshto* we are allowed to cultivate our rice lands. In the previous months we may be able to do a little ploughing by night; but by sowing in the month of *Jyeshto*, we don't get a good crop.

2483. Mr. *Fergusson.*] How many days have you been in Calcutta, and where have you been staying?—I live in Pathuria-Ghatta, where there are plenty of coolies, who come from my part of the country. I have been here 15 days.

2484. Did you sow indigo last year?—In the month of *Baisakh* last year, I sowed eight beegahs.

2485. How many bundles did you deliver at the factory, and what payment did you get from the factory?—I delivered 50 bundles; *i. e.*, I had sown three other beegahs in the month of *Kartik*. I received 15 rupees eight annas, and my previous debt was entirely cleared off. The *dewan* took one rupee, and the *amin* and *takidgir* two rupees, which left me only 12 rupees eight annas.

2486. *President.*] At how many bundles per rupee did you deliver the plant?—Four bundles per rupee.

2487. Then by that calculation, you must have delivered more than 50 bundles?—I delivered a good many bundles, and they gave me 15 rupees eight annas. I did not go to the factory, but my brother went, and he told me there were 50 bundles.

2488. Mr. *Fergusson.*] According to your own account, you are free; why then did you recommence cultivating?—The soil was the *ijaradar's*; I could not help it.

2489. Did you get any advances last *Kartik*?—They told me to come to the factory and take some, but I did not go. I only understood in *Magh* and *Phalgun* that it was the order of the Queen, that it was optional to sow or not; we heard this from various people, and especially from the people of Pathuria-Ghatta, a village two or three days off from us.

2490. Did not most of the ryots in your village make a good season, and get a profit?—Yes; they all received something; some four rupees, some five, and some two.

2491. *President.*] Were there any who received as much as you did?—Yes; Idu Mandul and Ramchunder Mandul got as much, but I can't say how much.

2492. Then if all the villagers got some excess, is not indigo profitable, and will you not continue to sow it?—Twelve rupees is not enough to fill our bellies for 12 months; I have a large family, and what with brothers, servants, &c., about 15 mouths to fill; I can't speak of its advantages to others; they can speak for themselves.

2493. Mr. *Sale.*] From the land you sowed with indigo, what profit would have satisfied you?—If I could sow the land with rice I could get a *bish* and a half per beegah; and as a *bish* is selling at 10 rupees, I could get 15 rupees.

2494. *President.*] If the *ijara* belongs to the factory, do they exact anything as *ijara* fees?—The *ijara* has been the factory's for 22 years, and the rate demanded from us (including *ijaradari* and other fees) is 12 annas per beegah; this rate has always been demanded by the factory; *i. e.*, I only pay eight annas per beegah on my *jumma*; but if I, or any one, want to take more land, we have to pay for it at 12 annas. Besides, in other zemindaries, the *nirick* is two and a half beegahs per rupee; this is the case with the proprietor of Maharpore; this is the zemindar who has given the *ijara* to the factory.

2495. Then are we to understand that you have nothing else to complain of except what you have above stated, with regard to indigo?—Yes. Last year the *Sahib* cut 24 bamboos of mine which he wanted for his vats. I asked the Dewan for payment, who told me to wait till it came out of the *Sahib's* hands. Also, the Dewan told me to get a cart for the factory use; I could not; because, in the first place I could not get a cart, and besides, my bullocks were too small to go in a cart; so I gave a rupee, and got off.

2496. Are you in debt to the *mahajan*?—Yes, I am in debt to the extent of 125 rupees. I had to borrow for my rents as well as for my marriage. I have besides an *uthundi jumma*, of five rupees, which is not enough to support me. My marriage cost me about 30 rupees; I have had this debt on me for about 11 or 12 years. Last year I borrowed 30 rupees and paid 20.

2497. Was your loan in money or in kind?—In both money and rice.

2498. Does the *mahajan* himself superintend your cultivation?—The *mahajan* does not come himself, but sends his *gomashta*, and if our cultivation is not good, he says he won't lend us any more. The *gomashta* comes two or three times in the month of *Bhadro*.

2499. Mr. *Sale.*] When your crop is ripe, what does the *gomashta* do?—He sends a *peon* to watch the crop as well as the cutting and carting; he gives us a *bish* or two to eat, and takes the rest away. He also gives us some from time to time, as we require it.

2500. *President.*] To whom do you prefer to be in debt to, the *mahajan*, or to the factory?—I prefer being in debt to the *mahajan*, because he gives me to eat.

2501. Did you ever beg a loan from the factory without interest?—No, I never did; the *Sahib* who was last there was very oppressive.

2502. Would you be willing to sow indigo, say for a native gentleman, or a *mahajan*?—No, I would not; I don't wish to hear of indigo.

SHADU BISWAS, Inhabitant of Village Binudpore, Thannah Hardi, Zillah Nuddea, Poamari Factory, Katchikatta Concern, called in; and Examined on oath.

Shadu Biswas.

2503. *President.*] HAVE you been in the habit of sowing indigo; and have you sown any this year?—Yes, I have sown indigo for the last 20 or 30 years; I have not sown this year. There has been a suit against me on breach of contract. I produced my witnesses; but no orders have been passed. My plea was that I had not entered into the contract, but had sown indigo by compulsion. I sowed some cold-weather crops last *Kartik*, but the *amin* and *takidgir* sowed over it with indigo.

2504. How

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2504. How many bundles did you deliver last year?—I sow what I call 10 beegahs, but they make it out only five. The produce of those 10 beegahs the factory people cut and carried away; I can't state the amount, but I think it might be 20 or 40 bundles; I think 40 bundles. I received no excess payment.

2505. Mr. *Sale.*] Did the people of your village receive any excess?—I can't say about others, but some said they got eight annas, some one rupee.

2506. *President.*] Do the dewan or other factory servants exact anything from you?—Yes, the dewan takes one rupee for making up my accounts, the *amin* also takes one, and the *takidgir* eight annas; I also had to give eight annas to the peon who was sent to call me.

2507. To whom do you pay rent, and at what rate?—I pay to the factory, which has got the *putni* at two beegahs per rupee. The *Sahib* has not enhanced our rents; if we take new lands, we have to pay 12 annas, but we have to pay two rupees if we take land for sugar-cane or red pepper.

2508. Baboo *Chunder Mohun Chatterjee.*] Who was your zemindar, and how were you treated by him?—My zemindar was Surbeshwar Mustofi of Sujyra. I was better off under him.

2509. *President.*] But if the planter has not enhanced your rent, how are you better off under the zemindars, and why are you worse off now?—All on account of indigo; the factory take leases not to make profit in rent, but in indigo; the factory measurement is twice as much as that of the zemindary.

2510. Did you in no year receive excess payments?—During the 14 years the factory has had the *putni*, I have received nothing; sometimes I have received a rupee or two by way of advances, but when they require the indigo land to be weeded, they send two or three coolies to do it, and charge me for 10. I do weed myself, and I weeded it for four days.

2511. Baboo *Chunder Mohun Chatterjee.*] By cultivating indigo is any interruption caused to your other cultivation?—I can cultivate 20 beegahs of my own land sooner than 10 beegahs for indigo, as I have to break the clods, plough the land, and weed it. I have also to pick up the clods, and carry them away in baskets.

2512. Do the planters allow you to cultivate your rice lands before you have cultivated their indigo?—No, we are obliged to plough our rice lands by stealth at night.

Shadu Biswas.

26 June 1860.

2513. Do they compel you to plough their *nijabad* lands, and are you allowed to cultivate your rice lands before that is finished?—We are induced sometimes to cultivate their *nij-abad* lands by being allowed to sow our cold-weather crops as a reward, but afterwards they pull them up again.

2514. *President.*] Do the factory people select the best lands for indigo?—Yes, they select the best lands as they think fit.

2515. Baboo *Chunder Mohun Chatterjee.*] Were you ever beaten or imprisoned?—No, but my uncle was beaten for being late in going to the field. The *dewan* gave the order, and the *takidgir* struck him with a cane. I complained to the *Sahib* myself about this, but the *Sahib* would not take it up, but sent me away.

2516. *President.*] What extent of land, and what *jumma* have you?—I have 40 rupees *jumma*, about 32 beegahs, but I have got a garden with 120 or 150 mangoe trees, with about 30 clumps of bamboos. Since last *Kartik*, they have cut 18 mangoe trees, 125 bamboos, and seven *babul* trees, for which I got four rupees transferred to my rent account. The *Sahib* was making bricks for a new factory. The real value of the mangoes would be at least 36 rupees, and I should say about eight or nine rupees for the bamboos. This was in *Kartik* before last; but, in last *Kartik*, they cut one mangoe tree worth 10 rupees; I complained to the *Sahib*, who told me I had got an allowance for the trees.

2517. Will you not be willing to sow indigo in future on fair terms?—No; I won't.

2518. Are you in debt to the *mahajan*, and to what extent?—I, and about 20 other relatives, are in debt about 300 rupees. The bond is in my uncle's name. If we are allowed to sow our own crops, and not indigo, we shall be able to clear our debt in two years.

2519. Baboo *Chunder Mohun Chatterjee.*] How were you treated by the zemindar befor the *Sahib* got the *putni*?—The zemindar used not to oppress us, and through his intercession the planter would not oppress us so much. Before the *putni* was given to the planter, we used to sow indigo there, but only one or two beegahs a man.

RAM CHURAN BISWAS, Caste Kybarto, aged 74, Inhabitant of Baroda, Thannah Hardi, Zillah Nuddea, Katchikatta Concern; called in, and Examined on oath.

2520. *President.*] WHAT have you come here for, and what is your complaint?—I have come here to make known my condition. My complaint is that I sow indigo every year, and I get nothing from it. Last year I sowed 24 beegahs, but which the factory call 12; I got 29 bundles, the *amin* told me so; but I reckon that they were 50 bundles. I got no excess payment, nor did I take any advances last year.

Ram Churan Biswas.

2521. How much land have you, and what rent do you pay?—I have a *jumma* of 55 rupees, 133 beegahs, and 18¼ cottahs. The reason I remember this so well is, because I was sued in 1224 Bengali year by the zemindar.

2522. Did you never in any year receive either excess or advances?—Formerly, about 35 years ago, there was a very just *Sahib* who, if we were five rupees on the wrong side, used to forgive us our debts, and he also used to give alms monthly to the blind, the lame, and the helpless. In those days the land used to be inundated, but now it has become so high that the land has lost its power, and is only fit for rice.

2523. Do you mean to say that in the last eight or ten years you have not received any excess or advances?—If we get four or five rupees it is transferred to our rent account. To cultivate my 24 beegahs last year it cost me 70 or 80 rupees.

	Rs.	a.	p.
Rent	12	–	–
Ploughs	15	–	–
Weeding	24	–	–
Harrow	6	–	–
Seed	3	–	–
Cutting	9	–	–
Removing clods	7	8	–
Stamps	–	2	–
Dewan	2	9	–
Amin & Khalassi	3	–	–
TOTAL	Rs. 82	3	–

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Ram Churan Biswas.

26 June 1860.

2524. Have you been sued for breach of contract?—Yes; I have sowed in October nine beegahs, and was sued for the remaining three beegahs at 20 rupees damages per beegah. The case is still pending.

2525. What led you not to sow in this spring, as you had sown in October?—I did not sow willingly in October, and the magistrate came to Gosain Durgapore in the cold weather. We went to him in a body, and he told us that the Company had nothing to do with indigo; formerly we were told by the factory people that it was the Company's property, and we must sow, but when we found that the Company had nothing to do with it, we resolved not to sow.

2526. But as you had sown for so many years, why did not you sow last year?—I did not consider that I was under contract, therefore I did not sow. I had never signed any paper, although I can read and write.

2527. Baboo *Chunder Mohun Chatterjee.*] Have you any carts, and are they employed for carrying indigo?—I have no carts, but last year Ram Chunder Banerjee, *dewan*, took 16 of us to the factory, and gave to each of us five rupees, and told us to get carts. The rest had to give a rupee each to the *dewan* out of that money. I took the money home, but could not get a cart. I offered to return the money, as well as 10 rupees besides. But they would not receive it. They then sent a peon, and took my two sons, and confined them in the godown. So I got a cart from Bagaree Sheik, and another man, and paid him six annas a day for 24 days, *i.e.*, it cost me nine rupees and I only got four.

2528. *President.*] How long were your two sons imprisoned?—They were imprisoned in the morning, and when the cart went with indigo to the factory that day they were let off.

2529. Have you anything else to complain of in the way of extortion by the *amla*?—Yes; the *naib* levied 100 rupees on the village, in 1264, Bengali year, on the pretext of his son's marriage. And in 1266, Bengali year, he again took another 50 rupees on the same pretext, saying that the marriage did not take place on the first occasion. The factory people, last *Agran*, cut a tamarind tree, worth eight rupees, and four date trees, worth four rupees, without paying anything for the same. They also cut 35 bamboos, and a beegah, and three cottahs of thatching grass, worth five *Rs.* 5. 6., for which I received nothing. The date trees were taken to burn bricks with; there is no use complaining, as the factory servants will not let us get access to the *Sahib*.

2530. Mr. *Temple.*] Have you or your sons been carried about from one factory to another?—No, but I have heard of a case of this kind which happened some 25 years ago.

CHAITAN MUNDAL, Inhabitant of Durgapore, Thannah Hardi, Zillah Nuddea, near Pardurgapore Factory, Katchikatta Concern, called in; and Examined on oath.

Chaitan Mundal.

2531. *President.*] WHAT made you come here to complain?—The factory people have cut down 200 *babul* trees of mine, and have not paid me for them. I have nobody to complain to. These trees would give about 150 maunds of wood, the value of which would be 10 rupees 100 maunds. They took them to burn bricks, and make charcoal, and only paid me six annas.

2532. Have you sown indigo this year, and if not, what has been the result?—This year I sowed five beegahs under compulsion in *Kartik*, but in *Baisakh* I did not sow, and the factory could not compel me as the police gave me protection.

2533. Did you hear anything about orders from the Queen, the Company, or the Government not to sow?—No, I did not, but the magistrate told us that the Company had no concern in indigo. Formerly we were under the belief that the Company had an interest in the profit or loss. As I did not consider myself under engagement, I did not sow.

2534. Did you never receive any advances or excess payments?—Formerly I used to get something, three or four rupees, that is in Mr. Macdonald's time, about five, seven, or ten years ago.

2535. Mr. *Temple.*] Suppose several items should appear against your name in the factory books either as advances or excess payments, what will you say?—The books are in their hands, I can't say what they have done.

2536. Are you sure that various sums may have been given to the factory servants to give to you, which have stuck in their hands?—I can't say.

2537. Will you swear that for the last 10 years you have never fingered anything?—Yes, I will swear that I never fingered a rupee.

2538. Have you ever suffered any personal oppression?—I stood security for the factory *tahsildar* and a defalcation of 250 rupees was found in his accounts, which I was obliged to pay. Kedarnath Kirani told me to pay 90 rupees, and take the *mahal* and collect the rents, but instead of which he took the money from a Brahmin, and gave the *mahal* to him.

2539. Have you ever been in a godown in connection with indigo?—No.

[Commission adjourned at 6 P.M.

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547

Wednesday, 27th June 1860.

PRESENT:

W. S. SETON-KARR, Esq., C. S., President.

Members:—R. Temple, Esq.; C.S., W. F. Fergusson, Esq.; Reverend J. Sale; Baboo Chunder Mohun Chatterjee.

Mr. JAMES HORATIO REILY, at present Commissioner of the Sunderbunds, called in; and Examined on oath.

Mr. *J. H. Reily.* 27 June 1860.

2540. *President.*] HAVE you not had considerable experience as Deputy Collector in Jessore, in the settlement of lands, in land tenures, and in various questions relating to land revenue and rent?—Yes; I was in Jessore from 1838 to 1846, from 1846 to 1855 in the district of Backergunge, and since 1855, I have been in charge of the Sunderbunds.

2541. While occupied in the interior of the Jessore district, did you not enjoy facilities for observing the working of the system of indigo?—Yes; while in Jessore my official duties brought me into contact and in familiar intercourse with ryots, with planters, and with zemindars.

2542. Have you any facts within your knowledge which would show how the cultivation of indigo was at that time, that is, from 1838 to 1846, regarded by cultivators or by landholders?—In part of the district of Jessore where land is high, and better fitted for the cultivation of rice, the ryots I observed generally disliked the cultivation of indigo. But in parts of the district where there are alluvial formations, such as *churs* and light soil, indigo was not so unpopular. In fact, I remarked that in those parts where the land was high, it was impossible to grow indigo, unless the planter possessed zemindary influence. In my time, it was the object of every manager of a factory, to acquire zemindary rights, either temporary or permanent, as he could. On the high lands, the ryot's objections were that rice was profitable and indigo was not, and rice cultivation entailed less inconvenience. The ryots also objected to the system of advances; that they were given to them at a season of the year when they were in want of money, and they were thus tempted to give up more land than they could well afford to do; and that a large per centage of the advances was intercepted by the factory servants. I have been present when advances were made by the planter or assistant, to the ryot, and I have been told by the ryots that they were afterwards made to give up a portion to the servants; the said servants threatening to impound their cattle if they refused to do so, or otherwise to oppress them. The ryots also objected, that they had no option in giving up their lands for indigo cultivation. The best lands were marked off by the factory servants. Their time for several months, was also not then at their disposal; they were called upon to plough, sow, weed, and cut and convey indigo to the factory, and were at the beck of the factory servants; it was also urged that indigo was a very precarious crop. For five bad indigo seasons the rice crop failed but once; and they also complained of unfair measurement in the delivery of the plant to the factory; that the chain was drawn over the tops or leafy part of the plant, whereby three bundles went to one; these were the chief grievances.

2543. Mr. *Fergusson.*] You have seen plant being measured, and do you think it possible that by any means or force three bundles could be squeezed into one?—Yes, I believe it possible; and I remember, to meet this objection, the late Mr. Dunlop, of Meergunge, allowed the ryots of some villages to fill up vats, which were known to hold a certain number of bundles, and credited them for the same.

2544. *President.*] But within your knowledge was it the common custom to measure every bundle, or was there any system of measuring one or two bundles, and taking the rest at a guess?—Whenever I have been present, one or two bundles have been measured out of each boat or cart, and the rest taken at an average.

2545. But after stating their grievances did the ryots acknowledge having received any advantage from the cultivation of indigo?—Yes; they acknowledged they were protected from zemindary oppression; in former days, so long as a ryot grew indigo in the *ilaka* villages, his rent was not raised; no illegal cesses or extra contributions were demanded from him. He was protected from police oppression, and from that of the Resumption and Survey *amins*. In fact, he was regarded as the milch cow of the factory, and no one was allowed to milk him but the factory people. Some of the planters did a great deal of good, by hearing complaints, receiving petitions, and by administering justice. I have been present at Meergunge factory, where I have seen in one day a hundred petitions presented to the late Mr. A. C. Dunlop. These were on unstamped paper; at last he was obliged to levy a tax of two annas on every petition, to prevent the accumulation of frivolous complaints. In those days there was no subdivision, and the magistrate at the Sudder Station was considered sufficient for the wants of the entire district. The ryots, I found, were generally content with the planter's decisions, and rarely appealed to the regular courts. The planter, I believe, had better opportunities of arriving at the truth of the case, by hearing the statements of neighbours not interested in the dispute. The ryots seemed to me well pleased with the promptitude and finality of the planter's decisions. The execution of the decree was prompt and final. A simple *chit* or a transcript at the back of the petition, to the *tehsildar* or *gomashta* of the village, was sufficient to carry out the order. I believe if the late honorary magistrates had been merely vested with judicial powers, and kept from interfering with the police in any way, they would have given general satisfaction.

2546. Mr. *Fergusson.*] Are you aware that the

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Mr. J. H. Reily. 27 June 1860.

the manager of the Meergunge concern got into considerable trouble with the magistrate of Jessore for holding these courts?—I am not aware of anything of the kind; not while I was in Jessore.

2547. *President.*] But can you state the feelings of the zemindar towards indigo and indigo planters?—The zemindar was always inimical to the planter, unless where he found he could get anything out of a planter, such as a bonus or *salami*, by letting him have a *putni* or a farm.

2548. But can you state the precise reason of the hostility?—The zemindars appeared to me to dislike the presence of the planter in the Mofussil, as interfering between them and their ryots. In one instance in the village of Khejura, opposite Jenida, when the late Baboo Ramruttun Roy had purchased a share of the pergunna of Mahomed-shahi, and endeavoured to raise the rents of the ryots; the ryots in a body handed over their *punmas* to Mr. John Tweedie, proprietor of Hazarapore factory; and when Ramruttun Roy brought about 300 summary suits in one day against the ryots, Mr. Tweedie deposited the amount of the claims, amounting to a considerable sum of money. The zemindars, I know, often instigated the ryots against the planter, and forced the latter to renew the lease of a village, by encouraging the ryots not to cultivate indigo till the lease was renewed. In those days there was no Indigo Association to settle disputes between planter and planter; one planter bid against another; there were no line boundaries between the indigo concerns.

2549. Then are we to understand that, in your opinion, the dislike which a zemindar might feel to the presence of an European in the Mofussil, was only to be overcome by the prospect of direct pecuniary advantage?—Yes.

2550. Mr. *Fergusson.*] Are you aware that Ramruttun Roy systematically opposed planters, in order to force them to take *ijaras* or *putnis*?—Yes, in my time, in pergunna Mahomed-shahi, he did so.

2551. Baboo *Chunder Mohun Chatterjee.*] Are not the zemindars generally really averse on principle to giving leases to planters, because the zemindar's property is injured, and their ryots are injured thereby?—In cases of *putni*, the tenure is permanent, and the loss is the planter's; in *ijaras*, to my knowledge, whenever a planter wanted a temporary lease, he got it by paying for it.

2552. Do you not know that while you were in Jessore many affrays took place owing to zemindars refusing to give their lands to planters, either in *putni* or lease?—Yes, but it generally ended in the planter getting the lease. In *Nuddi* pergunna the Meergunge concern had either *putnis* or leases of all the villages it required. In Mahomed-shahi the different concerns in that pergunna obtained leases of any village they needed. In Begumabad, Mr. Kenny eventually became, I may say, the proprietor of that pergunna.

2553. Are you not aware that some magistrates persuaded or even insisted on zemindars giving leases to planters?—Not in my time, nor in my experience.

2554. *President.*] Then, on the whole, are we to conclude that whatever disputes took place, practically, in the end, each factory managed to obtain rights permanent or temporary in lands suited to *ryotti* cultivation, where there was money forthcoming to pay for the same?—Undoubtedly. Smaller factories, such as the late Mr. Parry's, near the station of Jessore, who had no capital at command to purchase rights in land, were obliged to be closed. But all large concerns supported by agency houses in Calcutta, particularly before the failure of the Union Bank, had money at their command, and obtained all leases they required.

2555. Mr. *Fergusson.*] Are not the zemindars in Jessore and Backergunge generally now resident on their estates?—In Jessore about half the landholders are absentees; in Backergunge nearly all.

2556. When an *ijara* given to a planter expires, is it not generally renewed on higher terms?—Yes.

2557. Did you ever know of an instance when it was renewed on the same or lower terms?—Only in the instance of Mr. Kenny, of Salgurmudia, and also of the Meergunge concern, when the factory had permanent possession of the surrounding villages, the zemindar was then glad enough to renew the leases of certain enclosed villages on the same terms as before. But generally the renewal was to the benefit of the zemindar.

2558. It appears then that giving *ijaras* to planters is beneficial to the zemindar?—If the zemindar has a regard only to his present interest, it is profitable; but I do not think giving a village in lease to a planter is of any advantage to the ryots.

2559. Baboo *Chunder Mohun Chatterjee.*] Do the planters ever give *salamis* to holders of rent-free land, *Bramutturs*, &c., to *gantidars*, *jotedars*, or other tenant proprietors?—In *ilaka* villages certainly not. But in *be-ilaka* villages I have known planters to give a fair bonus to *gantidars* and holders of *Bramuttur* land, such men holding the whole, or a very large portion of the village; or if they don't give a bonus, they employed them as factory servants, according to their ability.

2560. Is it not on account of these *gantidars*, and other tenant proprietors, not being able to contest for their just rights, that they don't get a bonus?—Yes, in my time it was so. In those days there were no subdivisions, and the Darogahs were not so well paid as they are now, and they were less independent, consequently the holders of the under tenures were not so well protected as they are at present.

2561. Do you mean to say that those *gantidars* of the *ilaka* village, even now with additional protection, are in a position to get a bonus?—I consider the zemindary power in the Mofussil to be omnipotent, and when once the planter is zemindar, nothing can oppose him.

2562. Mr. *Sale.*] Do you know of any zemindar whose property has been seriously injured by his transactions with planters?—No; I can recall no instances.

2563. *President.*] On the whole, is it your opinion that when you were in Jessore, the indirect advantages preponderated with the ryots, so that they sowed willingly?—No ryots cultivated indigo willingly, save and except on lands where rice would not grow.

2564. Mr. *Fergusson.*] Does not the zemindar assume the power of forbidding his own ryots to cultivate indigo?—Yes, when it suits his interest. I have already explained that the zemindar's power is omnipotent. I have known instances of the zemindar's *naib*, summoning the ryots to the zemindary cutchery, and taking agreements from them, not to cultivate indigo, until ordered to

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to do so. This occurred with the late Mr. Russell, of Porahatty.

2565. Is the exercise of this power also extended to ryots holding at an invariable rent?—Yes.

2566. If the Manchester Cotton Supply Association were to send out to this country to sow cotton, would they first have to apply to the zemindar for permission to deal with the ryots before they could do so?—If the cultivation were profitable to the ryot he would cultivate cotton, independent of the zemindar, but if it were not profitable, like indigo, the Manchester Cotton Supply Association would be forced to purchase zemindaries, &c., like the planters, before they could cultivate cotton to the same extent.

2567. But so long as the zemindar got his rent, what difference would it make, whether a particular kind of cultivation were profitable or not, to the ryot?—When any cultivation is unprofitable, the ryot will naturally fall back on his zemindar for protection; it is then the zemindar takes advantage of his position, and demands a bonus for the cultivation of an unprofitable crop, as in the instance of indigo.

2568. But must not such expenditure add to the unprofitableness, and further, cause oppression to the ryots?—Such expenditure is generally an addition to the block of the factory, and consequently does not add to the cost of the manufacture.

2569. Baboo *Chunder Mohun Chatterjee.*] Do you mean to say that the zemindar generally adopts the plan of handing over his ryots to the planter for cultivating unprofitable crops, or only those who are known to be bad zemindars?—There are exceptions to every rule. The only zemindar that I know who steadily resists indigo on principle, is the Hindoo lady, now zemindar of Mukimpore, in Jessore.

2570. Could the zemindars generally avoid giving the leases, if they wished it, and not be troubled by the planter with law suits, affrays, &c.?—If they wish it, they can of course avoid granting leases to planters, but this depends on the position of the zemindary lands. If they are scattered and situated in the midst of the planter's *ilaka* property, the planter has the power to annoy the zemindar and his ryots; and the zemindar might find it inconvenient to deny a lease of such scattered villages, but in compact large zemindaries, I do not see how the planter can force the zemindar.

2571. Mr. *Fergusson.*] If a planter did not obtain the renewal of a lease of the property in which his factories are situated, would not he virtually lose all his balances, and his property in block be destroyed?—Generally, he would have to close his factory, because the ryots would never cultivate indigo, when independent of the zemindary power and influence, which the planter formerly exercised over them. Practically, he could not collect his balances without having recourse to the civil courts, and that would be a very tedious and elaborate process.

2572. Then so long as a zemindar has his present powers the planter has no alternative, but to take the *ijara* or see his property destroyed?—Unless Act X. of 1859 has altered the powers of a zemindar, and made the ryots independent, the planter must take the *ijara* or be ruined.

2573. *President.*] The zemindar's power, as described by you in former answers, would be the same theoretically, either in the hands of the planter or the zemindar, and its exercise would depend on the character of the individual, would it not?—Yes, theoretically it is so, but the planter generally looks more to his profit from the indigo than to his profit from the rent. Taking the extra cesses and exactions on one side, and the losses for indigo on the other, I believe the two to be equally balanced, as far as the ryot is concerned.

2574. Mr. *Sale.*] Seeing that you consider the zemindary powers of the planter to be acquired for the purpose of growing a crop that is unprofitable, and therefore unpopular, is this not in the case of the planter a special likelihood of oppression, and is not that oppression likely to be aggravated by the extension of commerce, and the consequent increase in the value of labour?—Yes; there is however one check; if the planter is proprietor, he will not destroy his own property by driving away his ryots; he will insist on his ryots cultivating only a certain portion of land with indigo, allowing them to cultivate the rest with rice or other crops. So long as a planter can collect his Sudder *jumma* to pay the zemindar, that was all he looked to in my time. It may be different now, and the planter may seek zemindary profits as well as profits from indigo.

2575. Do you think the answer you have just given would apply to temporary leases?—That again depends on the kind of cultivation for which the *ijara* was taken. If *ryotti* he would wish to keep as many ryots as he could. If *nij* he would like to have the field clear for his own operations.

2576. *President.*] Is there, ordinarily, any interference exercised by the zemindar over the ryot as to the latter's cultivation of the higher and better kinds of produce; such, for instance, as sugar-cane, tobacco, potatoes, indigo grown from seed, and the like?—No, there is no interference in the cultivation of these crops, since their cultivation tends to improve the property. The rates for such lands are generally higher according to the pergunnah *nirrik* or rates; *i.e.* higher if the tenures are liable to enhancement.

2577. Mr. *Fergusson.*] If land that is usually devoted to the ordinary crop is subsequently cultivated with a higher description of produce, is the rent on such lands enhanced by the zemindar?—If held on a *paikasht* tenure, the zemindar enhances the rate according to the pergunna rates.

2578. Baboo *Chunder Mohun Chatterjee.*] Do you know of any other crop which is equally unprofitable to the ryots as indigo?—No; if there is a loss on any crop the ryots cease to cultivate it. There is not the same option with indigo.

2579. Is it only by compulsion that the ryots cultivate indigo?—On high lands the planter's influence as a zemindar induces the ryots to cultivate indigo. In *chur* lands they do so willingly.

2580. *President.*] Was it not in Jessore that the first subdivision was established, and that mainly owing to frequent disputes between a planter and a zemindar?—Yes; the factories were originally established by an European zemindar, the late Mr. Rainey. They subsequently passed into the lands of a Calcutta house of agency, who advanced large sums of money on them, and took possession of them, under a mortgage, and they deputed a Mr. Warner to take charge on their account. Violent disputes arose between their manager and Mr. Rainey.

2581. Were there not violent disputes between Mr. Rainey and Shib Nath Ghose, a native zemindar?—Yes; Shib Nath Ghose was a talookdar in

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Mr. J. H. Reily. 27 June 1860.

purgunna Hogla; he was supported by the 12 annas shareholders of the zemindary of which Mr. Rainey held a four annas share, and these disputes led to the establishment of the subdivision of Khoolnia, about the end of 1843.

2582. Is it not within your knowledge that violent and premeditated affrays have of late years much decreased, and if so is not this decrease attributed to the working of Act IV. of 1840, to the establishment of subdivisions, to the revenue survey, and also to the working of Act V. of 1848?—Undoubtedly they have decreased, and this decrease is mainly attributable to the causes mentioned, and also to the darogah's being better paid, and a better class of men employed in that department.

2583. Mr. *Fergusson.*] Previous to these improved arrangements and laws, was there not practically no Government, inasmuch as a district containing 1,000,000 of people, were left to the charge of one magistrate?—There is no doubt property was not then protected in the manner it is now.

2584. Are not the planters to be in some degree excused if, after being left to themselves for so long, they have not at once acquiesced in new forms and regulations?—Doubtless, to some extent.

2585. *President.*] Have you any knowledge of instances in which Act IV. of 1840, or other laws being ill-suited to the purpose, recourse was had by the authorities to the Act for recognizance and securities against breaches of the peace, namely, Act V. of 1848, and the result of that law was almost immediate quietness?—I have known many such instances. As, for instance, in cases of disputes between holders of fractional shares of a zemindary, when Act IV. would not apply, penal recognizances have put a stop to all disputes. I exercise magisterial powers, and I have had practical experience in that department. Only the other day there was a dispute between a talookdar and his ryots. The ryots wrote over their *jummas* to certain influential parties, who employed *lattials*. One or two affrays took place between the *lattials* and the talookdar's people. I found Act IV. of 1840 did not apply; I was compelled to resort to Act V. of 1848, and bound the parties under heavy recognizances, which at once had the desired effect.

2586. Mr. *Sale.*] Do you think the part of country with which you are at present acquainted is sufficiently supplied with courts of justice, that is, is justice there sufficiently accessible to all classes?—In Jessore, I believe, there are a sufficient number of subdivisions. In Backergunge, one or two are required; but I understand the Government intend to establish them. There are not a sufficient number of Moonsiff's Courts in Backergunge. I can't say how it is with Jessore, not having been there for the last 14 years.

2587. *President.*] Have you known instances in your former experience, where jungle was cleared away, and cultivation was increased, owing to the operations of the indigo planters?—Great quantities of waste lands in pergunnahs Mahomed-shahi and Nuldi have been brought into cultivation by planters, and *khals* have been cut through jheels, thus not only draining them, but allowing the reflux waters of the Ganges to silt them up; much land has been rendered fit for cultivation in this way.

2588. Were not the planters within your recollection and experience generally esteemed a frank and hospitable set of men?—Yes, I always found them so; and they generally afforded me assistance in the execution of my official duties.

2589. Mr. *Fergusson.*] Have not their presence and operation tended to improve the districts in which they were settled, both morally and physically?—I don't think that indigo cultivation has raised the moral character of the ryots. Some planters have done a great deal of good within the sphere of their operations, but I cannot say so of indigo cultivation in general.

2590. *President.*] In your former experience, were any schools or dispensaries maintained by planters?—Not in Jessore. Planters gave medicines when the ryots came to them; but there was no regular dispensary.

2591. Mr. *Fergusson.*] Was not the expenditure of such a large sum as the annual indigo outlay, beneficial to the district?—It tended to the security of the Government revenue, and it afforded employment to the people; but as I have before said, I do not think the cultivation of indigo has improved the general condition of the ryots; for instance, in Backergunge where there is no indigo, the ryots are better housed and better clothed than in Jessore.

2592. *President.*] What opportunities have you had for observing the working of Act X. of 1859; and from your experience in all matters of rent and revenue, what opinion have you formed of its tendency?—It has but recently come into practical operation; and I find that the lower classes of ryots in the southern parts of Jessore and Backergunge, have no knowledge of such a law. I have had some cases of ryots applying to me for *pottas*, to fix their rates of assessments; and I believe that when the law comes fairly into operation, it will tend to do a great deal of good to the peasantry. It will undoubtedly tend to render the ryots independent of the zemindar, which I believe to be a great step gained in the right direction.

2593. Is it your opinion that the law in question confers new rights on the ryot, or that it merely consolidates and secures to him the enjoyment of rights which were more or less common to all the peasantry, but which depended on the power and spirit of the individual to exert them?—There is nothing in the law which alters fundamentally the relation between ryot and landlord; it simply secures to the ryot the full enjoyment of rights which he has always possessed, and affords him summary redress when those rights are infringed.

2594. Then, in your opinion, there is nothing in Act X. violently opposed to the common law of the country, wherever such was not overborne by oppression or violence?—No.

2595. Previous to the passing of this law, have you known instances of determined or substantial ryots who managed to baffle the zemindars in attempts either to dispossess them or enhance their rent, and who resolutely maintained their ground in civil suits?—I have known a few such instances of ryots successfully resisting enhancement of rents, but they have been few, and such ryots have been much harassed, and almost ruined by law expenses.

2596. Do you approve of Section XI. of that Act, which withdraws from zemindars the power of summoning their tenants for the adjustment of their rents?—Yes; I cordially approve of it. I believe the power of compelling the attendance of tenants has been grossly abused. The zemindar has received an equivalent for the loss of that power, in the section which enables him to bring a ryot's

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a ryot's *jumma* to sale on the first default of any instalment due, instead of waiting to the end of the year, as was the case under the old law; I allude to section CV.

2597. Have you never known of cases, in which several ryots were summoned by a single *peon* or a single *gomashta* for the adjustment of their rents; and on their going to the cutcherry, landlord and tenant came to a mutual understanding, without any violence, or any recourse to a summary suit?—Yes, I have known of such instances, but I should consider them exceptional cases. In general the zemindar made use of this power to force the ryots to pay without receipts, and very often, in excess of their regular rents. And I have known of instances in cases of affray, where murder has occurred, and the *naib* or *gomashta* has summoned the ryots of an entire village, ostensibly for the purpose of settling their accounts, but actually taking agreements from the ryots, binding them under penalty to give their evidence in a manner which suited the zemindar; thus evading justice altogether.

2598. Then under the new law, will it be possible for a zemindar's servant, or the zemindar himself, to summon a ryot to his cutcherry, under any pretence whatever; and if the ryot be summoned for any other lawful object besides rent, will he not be likely to take advantage of the section and refuse to come?—Yes; the ryot is very likely to do so. But in Backergunge, when I was there as deputy collector, there were 9,000 summary suits instituted every year under the old law; most of these suits were amicable ones between the zemindar and ryot to enable the ryot to deposit the money in court, in order to obtain the collector's receipt that his rent has been paid. And the present law will, I think, have the same effect throughout the country; the tenants prefer paying through the collector to paying direct to the zemindar or his *naib*.

2599. Then are we to understand that in other districts the average number of summary suits is much less?—Yes; except in Jessore, where there were about 3,000. It must be remarked that the majority or body of the tenants in Bengal pay their rents according to *kistibundi* on fixed days; it is comparatively but a few who have summary processes to force them to pay.

2600. Then you do not think that the other provisions of Act X. would have been sufficient for the security and rights of the tenantry, unless this Section XI. had formed part of the Act?—I think it would have rendered the Act incomplete.

2601. Then if zemindars should be called on to furnish supplies or means of transport on account of Government, can they rely on being able to send a single servant into any village where there is the least ill feeling between themselves and the ryots, in order to effect this object?—I believe that this is the only instance in which a zemindar can plead that the section alluded to interferes with the performance of his duty. And I think that improved commissariat arrangements would enable the Government to dispense with that aid; and I further think that the power of summoning tenants has been so grossly abused, that Government should forego that aid, rather than revive the old law.

2602. Were you aware, when in Jessore, of an increase in date cultivation; and could you say to whom that was due?—Yes; there was a considerable increase; and it was due to the actual cultivators and *gantidars* or middle-men. They received no encouragement from talookdars and zemindars.

2603. Previous to the passing of this law, was it not the practice for zemindars, whether weak or strong, to buy, lease, or obtain the tenant right to the land if they wished to use it for any purpose of their own; such, for instance, as for the establishment of a *haut* or *bazar*, or the laying out of a garden, or the building of a factory?—Yes; they never deal with land as their own until they have purchased the tenant right.

2604. Have you never known of zemindars purchasing *jummas* within the estate of a rival zemindar, with a view to purposes of annoyance; or have you known of men who, during their lease of an estate, purchased up *jummas* and tenant rights, in order to retain a footing for their own ends after the lease had expired?—I may say, that nearly every dispute between rival zemindars originate in one of the modes described. And the object of every *ijaradar* or farmer is to buy up as many under tenures as he can during the period of his lease. I have sometimes thought on this account that there might have been an addition to Act X., in the shape of a provision, that if a ryot wished to sell his rights, he should first offer the right of pre-emption to the zemindar; this would tend to prevent a great many disputes.

2605. Mr. *Temple.*] On the whole then, do you consider that the new rent law has placed impediments in the way of a planter zemindar coercing his ryots to cultivate indigo?—Undoubtedly it has, and, moreover, I think it very probable that, in the district of Kishnaghur (although I have not visited that district lately), if the ryots have acquired a knowledge of the rights secured to them by this law, that knowledge might be sufficient to account for their recent excitement and resistance to the planters.

2606. Which part of the new law do you consider most likely to have produced that effect?—Section IV. to XI. inclusive, *i. e.* the sections relating to the right of occupancy after a certain period at fixed rents, and the withdrawal of the power to compel attendance for the adjustment of accounts.

2607. Mr. *Fergusson.*] From your former experience of indigo districts, do you consider that the planters used or abused the powers which existed under the old law of altering rents for the purpose of increasing indigo cultivation and compelling attendance?—The chief object of a planter in acquiring zemindary *ilaka* was to make use of the power of summoning ryots to increase his indigo cultivation; but I do not think he used that power, in my time, to enhance rents; in those days he seldom tried to enhance rents at all. I am told the planters of the present day measure lands, and re-assess ryots' holdings at a profit to themselves as well as extend indigo cultivation.

2608. Mr. *Temple.*] Then you apprehend that in future a planter holding absolute proprietorship or *putni* tenures or *ijara* leases, will have more difficulty than heretofore in dealing with his ryots?—Undoubtedly he will; moreover, I think that the planter will have to change his tactics, and to rely not merely on the possession of the superior tenures, but to buy up the sub-tenures, and cultivate *nij* more extensively, unless the cultivation of indigo is made more profitable to the ryots.

2609. *President.*]

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Mr. *J. H. Reily.*

27 June 1860.

2609. *President.*] Are you aware of any other system of advances of growing crops in the Mofussil parallel to that of indigo, or of any other system of advances at all?—None parallel to that of indigo; the rice merchant lends money at certain times of the year, and takes his return in kind. He also lends money, and takes it in grain at the market rate. The rice merchant fixes the rate at which the grain should be returned to him; generally 50 per cent. on the money lent. For instance; supposing the *mahajan* lends a ryot one rupee, and the market value of rice is a rupee a maund, the ryot engages to return a maund and a half; at the present profitable prices for rice the ryots do not object to the 50 per cent. return.

2610. Mr. *Sale.*] Generally speaking, do you believe that the ryots fulfil their engagements with the *mahajans*?—Generally speaking I believe they do. The *mahajan* seldom complains. For the last two years I have had the management of a large estate belonging to Government, which yields a lac and 25,000 rupees rent; the staple crop of which is rice. The *mahajans* come in every year at harvest time, and take away the value of the money advanced to the ryots without any disputes. I have known of instances of the *mahajans* and ryots coming to me or the *tahsildar*, and the *mahajan* has paid up the ryot's rent; receiving the value of his money lent in kind, and also rice at the market rate for the amount he has paid rent as for the ryot.

2611. *President.*] Is not the market rate at the time of harvest generally lower than at those times of the year when the ryot usually borrows?—Yes; it is lower. The *mahajan* lends money in the month of September and receives his returns in December and January.

2612. Then, practically, may it not be the case that the interest is not 50 per cent?—Taking the variations of the market prices into consideration, it does not amount to quite 50 per cent.

2613. Does the *mahajan* find it necessary to exercise any supervision over the cultivation of the land?—No; the ryot cultivates at his own pleasure.

2614. Mr. *Temple.*] It has been stated in evidence that *mahajans* or their *gomashtas* are sometimes seen about the fields looking after the crops; have you ever seen them?—No; I have never seen or heard of such a practice; the only case in which I can conceive it possible is, where the *mahajan* and cultivator reside in the same village.

2615. Then, on the whole, do you consider that the evasion of contracts by the ryot proceeds from any general dishonesty of character or from particular causes?—The evasion arises from a sense of the unprofitableness of the indigo crop and not from any general dishonesty of character.

2616. On the whole, from your knowledge of ryots as a class, do you consider them inclined to act with tolerable honesty up to contracts in the profits of which they have a share?—That certainly depends on the profits. If the contract be unprofitable nothing will prevent them from evading it; but if it be tolerably profitable they will act up to their engagement. As cultivators I consider them tolerably honest.

2617. Mr. *Sale.*] In fact, you believe the contract entered into between the *mahajan* and ryot is generally profitable to both parties?—Yes.

2618. *President.*] Is not the relation between *mahajan* and ryot one of this kind; that if the ryot borrows in grain, or money, as he may choose, and that the *mahajan* finds it profitable to accumulate large stores of grain to sell or to lend; and not that the *mahajan* gives out advances, with any view to speculation or improving agriculture?—The *mahajan's* is simply a matter of business or trade; there is no question of agriculture between him and the ryots.

2619. Is it necessary to make advances for most kinds of work in the Mofussil; for instance, to burn a lac of bricks or to build a house?—The system of advances prevails extensively in the Mofussil.

[Commission adjourned at 6 P. M.

Thursday, 28th June 1860.

PRESENT:

W. S. SETON-KARR, Esq., C.S., President.

Members:—R. Temple, Esq., C.S.; W. F. Fergusson, Esq.; Reverend J. Sale; Baboo Chunder Mohun Chatterjee.

Mr. CHARLES HOLLINGS, Sub-Deputy Opium Agent of Gya, called in; and Examined on oath.

Mr. *C. Hollings.*

28 June 1860

2620. *President.*] WILL you state to the Commission the other districts, or parts of districts, in which you have had experience in opium or in other departments?—I served for two years in the Customs department, and since 1838 I have served in the opium department in the Monghyr district and the whole district of Behar. Gya was subdivided in 1848, and I have been a deputy magistrate since 1857.

2621. Do you wish to file the letter and statements now laid on the table as part of your evidence?—Yes; I adhere to those statements.

2622. On what terms are agreements usually entered into?—In the cultivation of poppy, engagements are invariably confined to one year; but on occasions when assistance is afforded to the ryots, to enable them to sink wells for the purposes of irrigation, separate engagements are entered

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entered into, for periods not exceeding three years; for example, if a *khatadar* had engaged to cultivate a given quantity of land with poppy, and was desirous of receiving aid for improving his means of irrigation, he would, in addition to his engagement to cultivate poppy, separately engage to dig a well, or as the case might be, and would furnish separate security for fulfilment of the terms of contract.

2623. Are the contracts engrossed on stamped paper?—No; like all engagements of *assamis* with Government, they are executed upon plain paper.

2624. Are they renewed every year, and in whose presence are they signed?—They are annually renewed in the presence of the Sub-Deputy Opium Agent, or his European assistants. There are native assistants to all the district *cutcherries*, but they are not competent to attest the conclusion of engagements, or to witness the payments on account of advances or otherwise.

2625. Could you state about what time ryots annually renew their engagements at the Sudder *Kooti* of Gya, what time it took to fill up and renew the engagements, and from what distances the cultivators came?—The number of cultivators, for the five years ending in 1857-58, was from 67,752 to 81,331. There are individual cultivators, and the number of *khatadars* are about one-eighth to a tenth of that body; *i. e.*, one *khatadar* engages for nine *assamis* and himself, and the *assamis* are at liberty to change the *khatadar* at the commencement of any season. The written engagement is made with the *khatadar*, and it contains in detail the names of the several *assamis*, and the quantity of land each undertakes to cultivate. The *khatadars* always ascertain the quantity of land each is willing to cultivate with poppy, and, according to his arrangement with them, he engages with the Government. The engagements are lithographed, of which I file a sample. [*Witness here filed the ikrarnama of Hiramun.*] As regards time, the engagements are taken in August or September, and are generally completed within a month, the *khatadars* being previously summoned to appear, on fixed dates, according to subdivisions of *zillahs*, each *zilladar* having directions to produce the body of his *khatadars* on the appointed day. The *zilladar* is a distinct officer, who has charge of from 100 to 300 villages, lying contiguous to each other and convenient for inspection. With his aid all the Mofussil operations with *khatadars* are conducted; he is present at the engagements, at the measurement of lands, at forming the *taidad* or estimate of produce, at the delivery of opium, at the weighments and the adjustment of the accounts, and at the close of the season's operations. Shortly before the commencement of any operations, notice is served upon the *zilladars*, and circulated by them amongst the *khatadars*, so that the latter may be duly informed of the date appointed for the transaction of the business of each, and be saved the trouble and expense of unnecessary delay at the opium Sudder cutcherry, as well the detention of poppy growers from their other occupations. As regards distance, most of the *khatadars* have to come from comparatively a small circle (say within 50 miles); but there are outlying portions, as in pergunnah Kurruckdea in Hazaribagh, and some of the southernmost portions of the Shergotty pergunnah. They come from greater distances; probably the farthest come from not less than 80 miles. The average would be about 30 miles, and the nearest are within the station, and are only separated from the factory by a hedge. I have stated in my letter that the engagements are executed in presence of the engaging *khatadars*, and any number of their ryots who choose to accompany them, in the presence of two subscribing witnesses, and of the *gomashtas* and *amla* of the several *kootis*; and the engagements are executed within the premises of the opium factory, where the sub-deputy and assistant sub-deputy agents are also assisting in the same transaction; *i. e.*, by receiving the *khatadars* as the several engagements are completed, and hearing them attest the quantity of land each engages for, and the amount of advances received on that behalf, the advances being always in the *khatadar's* hands at the time that he acknowledges receipt for the same; and occasionally the amount paid to any of them is recounted before the sub-deputy, agent, or his assistant, whenever it is thought necessary, and a *hath-chitti*, or license, is granted to the *khatadar*, of which I file a copy. [*Witness here filed a hath-chitti of khatadar Hiramun.*] On the *hath-chitti* is inscribed the name of the engaging *khatadar*, and the names of the several *assamis* for whom he undertakes the cultivation of poppy, the quantity of land which each *khatadar* or *assami* engages to cultivate, and the proportion of advance payable on the cultivation of each. The *khatadar* is not bound, in all instances, immediately to pay to the *assami* the full amount of advances received in his name, but may exercise a discretion with regard to withholding for a time, in doubtful cases, any portion of the advances, instead of giving it at once; but after a lapse of sufficient time to ascertain whether the *assami* is willing and capable of cultivating with such effect as to realise the whole advance, the *khatadar* is bound to pay the sum to the *assami* or to restore it to the factory.

2626. Will you state to the Commission the general system of advances and payments?—Upon the completion of engagements and the grant of licenses to the *khatadar*, a first advance, at the rate of four rupees a beegah, is given. Subsequently, after the lands have been sown and the existence of the cultivation has been ascertained, a second advance, at the same rate, is made, and afterwards a third, also at the same rate, about the period when the estimated produce of the season has been ascertained; but the second and third advances are always withheld in cases when the state of the cultivation makes it prudent to withhold them. After the *taidad* is completed, a further payment is made at the weighment, after the opium has been delivered, at certain fixed rates, upon the quantity ascertained at the scales. No further payment is then made until receipts from the Sudder factory at Patna enable us to decide the exact sum due to everybody. As soon as the Sudder factory's receipts reach the district officers, the calculations are made, a balance is struck, and the payment made; but at any period of the season, if there should be no expectation of realising the advances from the value of opium delivered, measures are taken to recover in cash whatever sum is likely to be due. The measures taken are a demand upon the *khatadar* or upon his security. The securities are generally one *khatadar* for another; in some cases, the landholder, or *thikadar*, is surety.

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Mr. C. Hollings.

28 June 1860.

2627. As these forms are lithographed, and only require to be filled up, how many, on an average, could you clear off in a day?—From 800 to 1,000; *i. e.*, if I had a sufficient number of *mohurrirs* to assist me. There are three *mohurrirs* attached to each *kooti*, and during the engagement season we are assisted by two or three more, who are not regularly employed, and are not paid for that time, but who are employed on the weighment, when a regular extra establishment is employed. My own operations do not extend to more than 400 or 500 *khattas* and their counterparts, within a day.

2628. In how many places for the whole of the Behar district can these agreements be filled up?—In only one place, *i. e.*, in Gya, where they are filled up for the cultivation in the Gya subdivision, and the subdivision of Tehta, both in the district of Behar. There are two offices in the Sudder station, one for the subdivision of Gya, under my superintendance, and one for the subdivision of Tehta, and under the superintendance of Mr. G. W. Brown.

2629. Mr. *Sale.*] Is the security given by the *khatadars* merely a personal security?—Only personal.

2630. On the demanding repayments from doubtful *khatadars* who would refuse to pay, do you proceed to sue them in the civil courts, or what other proceedings would you adopt for the recovery of those balances?—I have never had occasion to proceed by any process, save that of making a simple demand; and under the regulations we have a power, under sanction of the Board of Revenue, to recover the balances from the property of the *khatadar*.

2631. *President.*] Is any system of touting or canvassing for cultivation either openly permitted or tacitly winked at by the authorities?—All the members of the department are constantly engaged in using their best endeavours to extend the cultivation, with the consent of the parties engaging; and everything in the way of fair inducement or persuasion is not only permitted but encouraged.

2632. Are the *zilladars* allowed to take part in this, and rewarded for bringing in additional cultivation?—Yes; they are always encouraged to take part in it, but they are not rewarded. It has been sometimes mooted whether *zilladars* should not receive commission for extended cultivation and produce; but this has never been sanctioned.

2633. Mr. *Temple.*] Are they considered good and efficient men, in proportion to the number of men they bring in?—Certainly, they would be considered good and efficient men if they could extend the voluntary cultivation within their beats.

2634. Mr. *Sale.*] Generally speaking, is much tact or skill required on the part of the *zilladars* to bring in cultivation?—Certainly; there are no persons in the department whose skill and tact is more valued.

2635. *President.*] What sort of men, and of what rank in life, are the generality of your *khatadars*?—The *khatadars* are a large number and include a great variety of people; some are shareholders in the leases of villages, some of them are proprietors of villages, and some of them are simple tillers of the soil, chosen from the same class of people whom they represent.

2636. Mr. *Sale.*] Do you think it often happens that a *khatadar* makes a profit on the cultivation or on the contract, when the *assamis* do not?—Yes; because the *khatadar* has always a separate account as well as a joint one; and his own fields might be perfectly well cultivated, whereas those of the *assamis*, under less favourable circumstances, might be unproductive. Each man cultivates his own plot for his own benefit and behoof, although the *khatadar* takes and renders an account for himself and all others concerned with the agents of the Government; he has an account with each of the *assamis*, which he renders to them, and the principal elements for adjusting that account are obtained from the records of the department. On the other hand, an *assami* may cultivate his fields successfully, when the *khatadar*, by the effects of a hail storm or some accident, may lose his crop.

2637. In the latter case, what would be the result to the *assami*; would the *khatadar* allow him the full advantage of his superior cultivation?—Yes; and if the *khatadar* did not, the *assami* would have his remedy by appealing to the cutcherry.

2638. *President.*] Then, does the sub-agent adjust the accounts merely with the *khatadar*, leaving him to settle matters with the *assamis*, or does the sub-agent go minutely into each *assami's* accounts?—The accounts are annually settled with the *khatadar*, but all the important details connected with the cultivation of each *assami* are also furnished to him by the sub-deputy agent. In the *hath-chitti* or license is entered the quantity of land engaged for by each *assami*. At the measurements and at the *taidad* or estimate, the quantity of land actually cultivated, and the estimated produce of it, are recorded with the details of *assamis*. So, likewise, with the weighment, the opium delivered by each *assami* is registered in the office, and entered in detail in the receipt given to the *khatadars*. Then, at the final adjustment at the close of the season, when the *khatadars* receive their final account, or pay or receive whatever may be due; they are also furnished with a memorandum, of which I file a form, showing the quantity of opium delivered by each *assami*, the rate at which it is paid for, and the total value in money; this value forms the basis of adjustment of accounts between *khatadars* and *assamis*.

2639. Mr. *Fergusson.*] What remuneration does the *khatadar* receive for his trouble, responsibility, and for acting as representative for the *assamis*?—He receives from the Government commission at one rupee a maund for every maund delivered into the factory, and he receives from the *assamis* a maintenance allowance for each time he goes to and fro from the factory on business. I am not aware of any other remuneration that the *khatadar* receives.

2640. *President.*] How many times in this year does the *khatadar* have to go to the factory, on an average?—About four or five times a year, five times in every season, when the full number of advances is given; but, sometimes, in consequence of unsuitable weather and unfavourable prospects, the third advance would be withheld, then the number of visits of the *khatadar* would be reduced to four, as follows: for the first and second advances for the opium weighment, and for the final adjustment of accounts; in the districts of Gya they are reduced to three, because the final adjustment of one year and the first advances of the next, are made together, the

documents

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documents and books being, however, all kept separate.

2641. Mr. *Sale.*] Could you state what proportion of the *khatadars* would, in an ordinary season, receive more than first and second advances?—I am not prepared to state it exactly, but I should say, 90 per cent.

2642. *President.*] You have stated in the appendix to your letter, that the average of cultivation per man is about 12 to 13 *cottahs*, or rather more; what is the measurement of the opium beegah?—We use the same standard as is used in revenue operations by Government. Our Behar standard is about one-half to the acre. Poppy lands are always measured by poles of five and half hand, and 20 of these go to a *cottah*.

2643. Are you aware of any distinction between this standard and between any zemindary or local standard, *i. e.*, any pergunnah standard and measurement?—Yes, there are local differences, sometimes extending to seven and a half hands to the pole, within the limit of Behar proper. In Kurruckdea the *luggi*, or pole, is still more variable, being sometimes as much as nine *haths*.

2644. Do you mean us to understand that the difference in the local standard is always a difference in excess; or are you aware of any instances when it falls short of the Government standard?—To the best of my knowledge the difference is always one of excess; I am not aware of the difference being one of deficiency.

2645. Do you find it necessary to select the lands suited for the poppy, and to supervise the cultivation?—Certainly, we always endeavour to secure the best lands for poppy cultivation; but the greater part of the lands now under poppy cultivation have been so for many years, and selection therefore now is generally only necessary in the case of lands newly engaged. There is a general supervision to the extent of its being measured as soon as practicable, after engagements have been entered into, and visited occasionally by all the members of the department, from the *zilladars* to the sub-agent; but it is always an object of great consideration to avoid, as much as possible, vexatious interference with the field operations of the *assamis*, who may be much better left, in the pursuit of their own interest, to cultivate to the best of their ability, skill, and means; supervision, if carried unreasonably far, would cause a distaste to the cultivation of the poppy that would defeat its own object.

2646. Do you insist on any rotation of crops?—We have no power to do that. The only means by which we control the rotation is by recommending the *assamis* to sow such intermediate crops as will take least out of the land during the interval the poppy is off it, but if their disposition is to sow other crops we cannot interfere. The crop which in point of fact is generally sown intermediately with opium, is Murroa, a bread grain grown by the agriculturists for their own consumption, and Indian corn, not the American maize, but another kind.

2647. Mr. *Fergusson.*] Then do the *assamis* try to put you off with their second best land?—No, I don't think so. The majority of them certainly enter into engagements with the intention of working them out fairly for their own profit, and from considerations of self-interest they would give the most suitable land.

2648. What time generally elapses between the sowing of the poppy and the gathering of opium?—From October to March, say about six months.

2649. *President.*] In October is any other kind of cultivation there going on besides opium?—Yes, all the *rubbi* crops are then being grown, *i. e.* wheat, barley, and gram, &c.

2650. Do you take any measures to see that the land devoted for the poppy, should be sown previous to other lands?—Certainly not. They sow according to their own convenience. Provided that our crop be sown within a reasonable time, such for instance as from the beginning of October to the middle of November, we are quite satisfied. When *khatadars* or *assamis* cultivate any considerable quantity of poppy they sow the fields successively, so as to give them an economical use of their labour and other appliances for cultivation.

2651. Mr. *Fergusson.*] Then the sowing of the poppy does not depend upon the weather, but can be effected at any time within six weeks or two months, with an equal chance of a successful result?—Yes, except if the weather is unusually hot, when the germination of the seed will be weakened. It is of more importance that small plots of poppy land should be sown in due succession by aid of irrigation, than that advantage be taken of an accidental fall of rain.

2652. But supposing the sowing is not effected, what measures are taken to remedy the neglect? As a matter of routine the *zilladar* reports any failure in the sowings to the *gomashta* of his *kooti*, who deputes a *burkundaz* or special messenger, to call upon the *khatadar* to make good the full amount of his engagement to cultivate, and in case of the continued recusancy of the *khatadar*, or his inability to fulfil his agreement, a report of the circumstances of the case is made by the *gomashta* to the sub-agent, who generally orders the portion of the advances corresponding with the deficiency of cultivation to be recovered in cash. In cases of fraud and misconduct on the part of the *khatadar*, he is liable to prosecution under Act XIII. of 1857; but this course is very rarely adopted; individually I always carefully avoid it, for I consider that more injury is done to the interests that I am employed to care for by the exercise of severity than by indulgent proceedings. A hundred *khatadars* or *assamis* might be alarmed by a single case of imprisonment, of the merits of which they were not fully informed, and the cultivators would thereby be driven from the factory. The immediate recovery of advances paid for the cultivation that is not executed, prevents pecuniary loss to Government, and it is a great object to secure the good will of the community at large.

2653. *President.*] Will you give us an average statement of the cost of cultivation of a beegah of poppy?—I here put in two statements; one referring to a large class of cultivators who pay highly for the best land, employ the best means of culture, and reap the best produce. The other applies to a still more numerous class, who are also industrious and well to-do, but whose advantages of soil and means of improvement are not equal to those possessed by the first-class. The produce in both these cases is considerably above the average produce of any district, but both statements are founded upon facts, and, as far as I am capable of judging, they represent the profits derived by a large number of the opium cultivators. There are some growers of the poppy who from want of familiarity with its culture and

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Mr. C. Hollings.

28 June 1860.

treatment, derive no profit at all. In a great mass of cultivators there are also many who from idleness and neglect fail to derive as much benefit as they might from an article of agricultural produce, which requires much care and attention for its proper development. The two statements that I have submitted to the Commission, comprise the expense and returns for the double crop grown on poppy lands for the whole year, viz., for the intermediate crop as well as the poppy.

2654. Does the ploughing, watering, and weeding, apply to both crops, or to the poppy only? —To the poppy only; but all these operations are estimated at a fully remunerative rate of labour, so that people employing themselves in the cultivation of the poppy, derive an equal advantage as if their time were profitably employed at wages.

2655. What amount of cultivation is required for the intermediate crop of *murroa* and garlic? —The garlic is grown with the poppy. The *murroa* requires a very slight amount of cultivation, as it grows in the rainy season, but the cultivation of it would be much more extensive were it not for the superior tillage of the poppy lands. The return of *murroa* is calculated, after deducting the expense peculiar to it. We never send opium leaves or trash to Patna, on account of the great distance, and their small value barely remunerating the labour employed upon them.

2656. Could you state about the least amount which the average of bad or unfortunate cultivators have to receive at the end of a season?— Some of the cultivators engage for very small quantities of land through their *khatadars*, less even than five cottahs; and if the season were unfavourable and irrigation difficult to obtain, the produce would be almost nothing; less than a *chittack*, would be the quantity which an *assami* of that description would bring.

2657. You have stated that in some cases you refuse a third advance, and take immediate measures to recover the sums previously given; does it often happen that at the close of the year, *khatadars* who have had the third advance, are found on the wrong side of the books?—No, because the third advance is not given until the time when the produce can be pretty accurately ascertained, *i. e.*, four-fifths of the produce are already gathered, and an estimate of the total produce is made with practical accuracy, upon which the third advances are paid. If any failure should have occurred, and the *khatadars* are unable to sow poppy to cover the third advance, they don't receive it.

2658. Then you have rarely anything in the way of bad balances at the end of the year?— Very rarely, indeed; but on occasions of calamities, such as hailstones ruining the produce, remission has sometimes been made by Government of irrecoverable balances.

2659. Suppose a defaulter at the end of the year were to desire to continue his cultivation without his having cleared his balances, would he be allowed to do so?—No; he would pay his balance before entering into any new engagement. This is a rule of the department. In most districts the adjustment of accounts and the renewal of contracts are made after an interval of some time, but in my district, in consequence of the great distances to which some of the *khatadars* have to travel to transact the business with the factory, they have been allowed to adjust and renew during the same visit, with an interval of a day or two.

2660. Mr. *Fergusson.*] In your statement of the cultivation of high culture, you put down the rent at 12 rupees per beegah, is a similarly high rent paid for any other land in the district?—The rent of poppy land is generally a shade higher than that of the land of all other produce except sugar-cane, which occupies the land for upwards of 13 months.

2661. Is it the zemindar that exacts that high rent, and on what terms do the ryots generally hold?—The zemindar generally exacts higher rents for the poppy lands. There are several kinds of tenures. Some ryots hold by written leases, but the majority have a customary tenure, which, sooner than relinquish, they submit to a moderate enhancement. Increased rent is prohibited by Regulation XIII. of 1816, section 17, but it is practically obsolete. This law has been partly re-enacted in Act XIII. of 1857 with the same result, because the ryots who complain of enhanced rents on account of poppy lands would have to prove the custom of the pergunna, and that the enhanced rent demanded was not the pergunna rate of poppy lands.

2662. Then does it not appear that the zemindar has appropriated a very large proportion of the profits of poppy cultivation?—I think that the proportion is not a very large one, but that he has appropriated a portion is undoubted.

2663. Baboo *Chunder Mohun Chatterjee.*] What is the rent of land for other crops?—It varies from less than a rupee, to in cases of sugar-cane, 15 rupees; some very productive garden land would yield as much.

2664. *President.*] Have the zemindars, within your knowledge, ever evinced a dislike to the cultivation of poppy, on account of the above law, or on any other ground?—They have sometimes evinced a dislike, which is generally traceable to personal feeling. I don't suppose that the apprehension of the law, above referred to, would have much effect, because it has been practically inoperative, and the extension and effect of poppy cultivation being to enhance and facilitate the collection of rents, the zemindars would have an interest in its extension, and would naturally wish it.

2665. Has any such dislike ever impeded the cultivation of the poppy, and has it led to disputes with the zemindars and ryots, or officers of Government, either in or out of court?—Such cases are not positively unknown, but I do not think that the distinction has been of any consequence. Certainly it has never affected the progress of the business of the department. Moulavi Ali Kurrim at one time was manager of the late Baboo Mudo Narain's estates, and he was averse to the progress of the poppy cultivation wherever he had influence, but the offer of profit to the ryot was more tempting. Moulavi Ali Kurrim has eluded justice since 1857. Generally the zemindars are ready to co-operate for the extension of the poppy cultivation whenever it is found remunerative.

2666. Do you and your subordinates generally visit most of the cultivation during the cold weather?—We visit during the cold weather as much of the cultivation as we can, but during four months it is not possible to see more than a portion of it.

2667. Is any advance made in the department for opium leaves and trash?—Yes, separate advances are made for leaves and trash, and separate balances

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balances are struck upon each after the delivery of the articles, and the balances are embodied in the general account at the end of the season. No advances on these accounts are made in the Gya sub-division for the reason already stated.

2668. Are the advances on wells kept separate and cleared off in the same way?—Yes, the well advances are made to the *khatadars* upon separate engagements on conditions distinct from those of opium advances. Well advances sometimes extend over a period of three years; they are paid off by annual or other instalments as may be agreed upon. The zemindar frequently remits to the *khatadar* rents corresponding to the well advances made by the department, or a portion of them. For example, the department grants an advance of 100 rupees for making a *pucka* well repayable in three annual instalments, *i.e.* 30 rupees in the first year, 30 in the second, and 40 in the third. The zemindar might in such instances remit rents equivalent to these instalments, or a part of them.

2669. Mr. *Fergusson.*] If a cultivator did not produce opium equal to the amount advanced to him, would you realise this amount from the *khatadar*?—We settle with the *khatadar* in the gross, and require him to square his accounts, but in case of his having both to pay and receive from different *assamis* of his *khata*, he would receive assistance from the department in adjusting his accounts with both, and the people in balance would be induced to pay up in order that those who had to receive might be satisfied. It is generally a sufficiently prosperous business to render the adjustment of accounts no very difficult matter.

2670. How are the debtors to be induced to pay?—There is no compulsion. As far as fair inducement goes we use every means. The man would be sent for, would be shown his balances, convinced of the fairness of the demand against him, called upon to pay, and told that by refusing he would destroy his credit with the department, and disqualify himself for receiving future advances. And if he had any property it would be looked up, lest ulterior proceedings might be considered necessary.

2671. Mr. *Fergusson.*] Do you never invite them to stay in the godown or factory till their accounts are settled?—Never.

2672. Who would have to undertake those ulterior proceedings against the *assami* as mentioned above. The Government or the *khatadar*?—In the case of the *assami* being a defaulter, the *khatadar* would ask for the assistance of the department, and the case of balance would be referred to the opium agent, who would report it to the Board of Revenue, but I cannot say that I have ever had such a case. The property of the defaulter would be attached at the time the reports were made, if there was any property.

2673. Mr. *Temple.*] Have such attachments been frequent?—No, very unfrequent.

2674. What proportion of the ryots, if any, at the close of a season are in debt to the agency?—Something very small. The percentage in rupees on the value of opium is about three per cent.

2675. Then about what proportion of names would be struck off the list annually?—None; they would not be struck off if they paid, and ultimately they all pay.

2676. Then do you never have to strike a man off for default?—No; never for default.

2677. Then do you never strike him off for any other cause?—Yes; sometimes, though rarely, for negligent cultivation or short cultivation, for illicit disposal of the opium, and the like.

2678. Is such striking off considered a punishment?—Yes, in all instances when the cultivation is profitable, as it generally is.

2679. Are all sums of money whatever paid in the presence of a sub-deputy or an European assistant?—Yes; all sums of money, without any exception.

2680. Are they all paid at the Sudder *kooti* of Gya, or some at Tehta?—All the payments connected with the Gya sub-division are made exclusively at Gya, and some of the payments connected with the sub-division are also made at Gya, but the opium weighments of the sub-division are completed at that place, and all payments at that time are made there. During the weighments, money is sent out under a guard specially entertained for this object.

2681. About what time does it take you at the close of the year to see the accounts squared, and the excess payments made?—About a month, from 10 to 3 p.m. daily. The factory is a quadrangular shed, enclosing a courtyard in which the *khatadars* and assistants are admitted, and the *amla* of the different *kootis* are seated in the surrounding sheds; one of these sheds is presided over by a sub-deputy opium agent, and the other by his assistant and the *mofussil amla*, namely, the *gomashtah*, *mohurirs*, *mutasuddees*, *zilladars*, and *burkundazes* are arranged on both sides. The *khatadars*, as before mentioned, are received in the order of the beats, distinguished by the *zilladars*, those from the greatest distance being taken first, and so on. The *khatadars* transact the business of engagement, and the business of advances and the necessary entries connected therewith are noted in several books and documents, namely, the *hath-chitti*, *ikrar nama*, or agreement, and the *kooti* cash book. Whichever of the factories has first completed the portion of work allotted for the day, including the payment of advances, comes first before the sub-deputy opium agent or his assistant, for the purpose of attesting in detail the payments that have been made. The cash book of the factory is laid before the sub-agent, or assistant, and each separate payment is attested by his initials. The *khatadars* come up in succession, and one after the other declare the several amounts they have received, the quantity of land for which they have made engagements, and receive the licenses which are counterparts of the engagements, and contain detailed entries of land engaged, and amount advanced, corresponding with the entries of the engagements, and the entries in the cash book. At the time when engagements are made as above for a new season in the Gya sub-division, the adjustments at the final close of accounts are effected in exactly the same routine, indeed, the *khatadars* make separate acknowledgments at the same time with regard to the sums received on the old account and on the new.

2682. Could you give us a scale of the pay of your establishment?—The pay of the sub-deputy opium agent in Gya Division is

	Rs.	870 – –
The European Assistant - -		300 – –
The Native, ditto - - -		40 – –
And Commission amounting yearly to - - -		1,500 – –
Head Writer - - -		50 – –
2d Head Writer - - -		25 – –
Head Mohurir - - -		15 – –

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Mr. C. Hollings.

28 June 1860.

	Rs. a. p.
Two other, ditto, at 8 rupees each	16 – –
Mutasuddee - - - - -	6 – –
Four Chuprasees, at *Rs.* 3. 8. -	14 8 –
Duftari - - - - - -	4 – –
Sweeper - - - - - -	2 – –
Mofussil Establishment:	
Gomashtas of Kootis (4) - -	40 – –
One, ditto - - - - -	30 – –
(The Gomashtas have a commission of *Rs.* 1. 4. a maund on the excess produce beyond a fixed standard of weight, and consistency which each Kooti has.)	
One Mohurir - - - - -	15 – –
One, ditto - - - - -	10 – –
One Mustasuddi - - - -	8 – –

There are 80 *zilladars* for my whole sub-division, and about 24 *burkundazes*. The *zilladars* and *burkundazes* receive four rupees a month.

2683. Do you consider the salaries of the native establishment, from the native assistant downwards, adequate guarantees against the practice of extortion or abuse?—I think the *gomashtas* are sufficiently remunerated. The *mohurrirs* and *mutasuddis* might, I think, receive larger salaries. I would raise the scale for

1st Mohurrir - - 25 rupees a month.
2d ditto, and mutasuddi to 20 „ „

The zilladars also are in my opinion inadequately paid; I should be glad to see their salaries raised to at least 12, or that is to say, treble.

2684. Mr. *Temple.*] Do the ryots ever complain that the money which is paid them in your presence is subsequently abstracted from them by the *amla*?—Such complaints do occur, but rarely, perhaps once in a season, and generally there is found to be some private dispute.

2685. Does such a thing as *dustoori* exist?—The probability is it does, but we have no official knowledge of it, and whenever complained of, there is generally want of proof.

2686. Do you believe those exactions amount to any considerable per-centage on the receipts of the ryots?—No; otherwise the remedy is in the ryot's own hands. The amount, which is small, partakes of those conciliatory gifts which oriental dependants are in the habit of giving to their superiors.

2687. Do the ryots ever complain to you of *dustoori*?—Very rarely.

2688. Do you find the servants of Government generally faithful and honest in reporting on the extent of cultivation, in preventing the adulteration of the juice, and other matters within the sphere of their duty?—Generally, certainly. It has never happened to me to find deficient cultivation when it has been reported complete, or *vice versâ*; and with regard to the adulteration of opium, I believe that the establishment is faithful to prevent it as far as lies in their power, but adulteration may be effected in a moment, and it is impossible that the establishment can at all times be cognizant of it, especially as some forms of adulterated opium are made to simulate very closely the pure drug. I have no experience of complicity or mal-practices on the part of the opium *amla* in the Gya Division.

2689. Is the adulteration only discovered at Patna, or is it also discovered in the district?—The opium is most carefully examined at the district, and afterwards re-examined at Patna, when a very strict and chemical process takes place; all opium when presented in the *mofussil* factory is examined in detail by the *gomashtas* and *purkias*, or examiners, and afterwards in the same detail by the sub-deputy and his assistant, assisted also by other *purkias* or examiners. It is then admitted to the factory and taken to the scale to be weighed, and then packed in jars and sent to Patna.

[Commission adjourned at 5 P.M.

Saturday, 30*th June* 1860.

PRESENT:

W. S. SETON-KARR, Esq., C. S., President.

Members:—R. Temple, Esq., C. S.; Reverend J. Sale; Baboo Chunder Mohun Chatterjee.

Mr. CHARLES HOLLINGS' Examination continued.

Mr. C. Hollings.

30 June 1860.

2690. Mr. *Sale.*] ARE the servants employed in the opium department entrusted with police powers?—None of them are, either small or great; from the sub-deputy down to the *zilladars* and *burkundazes*, unless powers are specially conferred upon them by Government, police powers are not exercised.

2691. You have already stated that you have the powers of a deputy magistrate; for what purpose were those powers given to you, and why are they continued up to the present time?—During the disturbances in 1857, I was appointed a deputy magistrate in the Behar district, and the grounds stated in a communication I received from the Government of Bengal were, that it was supposed my services, as a deputy magistrate, might be rendered useful in the district. They have continued since then without any reason assigned.

2692. Would those powers be ever used to overcome any reluctance on the part of the cultivators, supposing such reluctance to exist?—No; because any attempt at compulsion or coercion, would be tantamount to a vacation of my office of sub-deputy opium agent, and cause my dismissal. There is a clause in the Act of 1857, which

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which provides, that coercion on the part of sub-deputy opium agents and other responsible district officers, as regards the continuance or extension of poppy cultivation, would render vacant their appointments. My duties as deputy magistrate have never had any connexion whatever with the duties of my opium office. It is very doubtful whether a tithe or twentieth of the people engaged in the cultivation of poppy are aware of my having any magisterial office at all.

2693. Baboo *Chunder Mohun Chatterjee.*] If you were a sugar planter in your district, and if you were at the same time vested with magisterial powers, could you not compel the ryots to take advances, even if they were not willing to do so?—I believe it would be very dangerous to attempt it, because holding a commission of any kind in the service of Government, would always create a more serious responsibility than is incurred by private individuals; and abuse of public authority, for the promotion of private ends, would certainly soon become known, and the abuse corrected.

2694. *President.*] As deputy magistrate, have you never had to try a case in which poppy cultivators, or a servant in the department were concerned, *i. e.*, in which the cultivation of the poppy formed any part of the complaint?—No, never; I have only the powers of an assistant, and can only hold inquiries in cases which may be made over to me by the magistrate, unless during the time of my being in temporary charge of a sub-division, when cases of a very trifling nature could be disposed of on my own authority. With reference to the infringements of the opium regulations, the cases are made over to the magistrate of the district, for trial, after preliminary inquiries in my cutcherry; but I hold these inquiries in my capacity of sub-deputy opium agent, as is done by all other officers of the same grade in the opium department, and the decision of these cases rests with the magistrate.

2695. From papers forwarded to the Commission, they have been given to understand that a large number of cultivators have, in the last few years, thrown up the cultivation of the poppy in the Behar and Benares agencies; can you state, from your experience in the Behar district, what has been the cause of this?—The cause, in my opinion, is two-fold; first, that within the period which I understand the question to refer to, a reduction in the price paid by Government for opium has been made; and almost immediately after the rule was introduced for reducing the price of opium, a great rise occurred in the value of several articles of agricultural produce; the cultivation of those products was naturally more acceptable to the people, on account of their being more profitable.

2696. What is the form when a cultivator wishes to throw up his cultivation?—There is no form necessarily adopted. The cultivator intimates to the *khatadar*, that he does not wish to engage farther, and the *khatadar* excludes his name from the engagement he makes for subsequent seasons.

2697. Do the *khatadars* ever throw up their cultivation?—Yes; and in that case also, the notification to the department would not be a formal notification, but the fact would appear from the omission of the particular *khata* from the records of engagements. It sometimes happens that *khatadars*, as well as *assamis*, will verbally, in cutcherry, announce their intention of discontinuing the cultivation of the poppy; but no formal renunciation of it is usual or necessary, and it is not considered a matter of course that engagements continue from year to year. An actual renewal of the engagement every season is required, in order that the engagement should continue. Active and positive steps are necessary for the renewal of the engagements; it is never inferred that they are renewed.

2698. Mr. *Sale.*] Is the Commission then to understand distinctly that neither *khatadars* nor *assamis* would, under any circumstances, find any difficulty in relinquishing their cultivations, if they wished to do so?—Certainly; neither *khatadar* nor *assami* would find any difficulty in relinquishing any portion, or the whole of his cultivation, if he wished it.

2699. *President.*] Is no persuasion ever used to induce them to continue cultivating?—All fair persuasion is constantly used by all the members of the department. We are at present notifying as extensively as possible to all classes of the agricultural community, that the price of opium, from the commencement of the ensuing season, will be raised from three rupees eight annas to four rupees per seer; and all classes interested in agriculture, have been invited to avail themselves of the increased remunerativeness of opium; and to encourage and extend the cultivation of the poppy, wherever it is conducive to their interests to do so.

2700. Could you state about how many cultivators have thrown up the cultivation of the poppy in the Behar district, within five years?—I have a statement with me, which shows the number of agriculturists engaged in the cultivation of the poppy, from 1853-54 to 1857-58; and by the permission of the Commission, I file it, as part of my evidence. The number of *assamis* fell off after 1855-56, in consequence of the reduced price of opium. In this statement there is a difference between the rates of produce and the rates entered in the statements A and B, submitted with my letter, filed on Thursday. This arises from the calculation of produce; the present statement being made upon the portion of the land bearing a fair crop, after deduction of failures, but in the statements submitted on Thursday, the average was taken upon the whole land engaged for, without deduction.

2701. Do you think that the falling off of cultivation has been that there have been fewer *assamis* to each *khatta*, or a good many *khattadars* have given up?—I think that the falling off has generally been amongst *assamis* rather than *khattadars*.

2702. Mr. *Temple.*] If a cultivator ceases to cultivate, do you practically summon or question him?—No; I should not trouble myself about it, unless the falling off was very general or extensive; in which case, I should think it necessary to ascertain the cause, merely for the satisfaction of myself and my superiors in the department.

2703. But except on the recent occasion, has such a falling off ever occurred within your experience?—No.

2704. It appears from the statement put in by you, that the falling off commenced in 1855-56, and continued to 1857-58; how was it in 1858-59?—In my district, about the same.

2705. Then in 1859 and 1860, how did affairs go on?—In 1859 and 1860 there was no perceptible improvement, although our rates of payment

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Mr. C. Hollings.

30 June 1860.

were raised; and it became apparent from the season of 1859 and 1860, that a further rise in price would be required in 1860 and 1861.

2706. Do you feel confident that the effect of the increased payment will be perceptible in the increased cultivation in 1860 and 1861?—I am confident that the effect of the increased price will be perceptible in increased cultivation, but it is to be remembered that as the announcement was only made in April and May, much of the land which might have been devoted to poppy cultivation was taken for sugar-cane. The future increase of cultivation will no doubt be progressive unless indeed a rise in price in other commodities shall affect the relative value of opium.

2707. In which case you will have to rely solely on such further increase of price as may render the cultivation of opium remunerative relative to other kinds of cultivation?—Yes.

2708. Do you think that by what are called collateral advantages you could make up to the ryot for any deficiency of direct remuneration, such, for instances, as loans without interest to buy cattle, schools, medicines, protection from zemindars, lowering of rents, &c.?—Unless the thing itself pays, no incidental advantages will recommend it practically.

2709. Suppose that you as agent were the landlord of an estate or estates, and you wished the cultivation of opium to be continued without diminution at the rate of price which existed from, say in 1856–57, could you by offering the collateral advantages above mentioned induce the ryots willingly to continue the cultivation?—Decidedly not, in my opinion.

2710. Could you under such circumstances induce them to continue the cultivation by exercising the legitimate influence of a landlord, but of course without resorting to violence or other unlawful means?—The influence of a landlord would certainly induce cultivators to sacrifice their own interests to a certain extent, but this would be regarded as a voluntary tax to which they submitted, to a limited extent, in order to conciliate their landlords.

2711. You think then, that to a limited extent, say five or 10 per cent. of the land, this might be practicable?—I cannot state the exact limit to which such imposition might be carried, but I think to the extent of their ability the ryots would willingly sacrifice something of their profits to please their landlord.

2712. When the price of opium was at its lowest, did you see any symptoms of excitement or discontent among the opium cultivators generally?—No symptoms of excitement, because there was no pressure. The cultivators of the poppy who found it unremunerative, gave it up, and cultivated any thing else which pleased them better. During the late disturbances, no share whatever was taken by the poppy cultivators generally in the disorder that partially prevailed, and in the district of Shahabad, and I believe also in Bettia and Mootehari the cultivators ran considerable risk of loss and ill treatment in their endeavours to deliver their opium produce to the Government factories, and to save it from the hands of the rebels.

2713. *President.*] Then we are clearly to understand that the commencement of the decreasing cultivation is in your opinion solely attributable to the two causes of reduction; the price paid by Government, and the general rise of price in other products?—To these two causes combined, with the rise in the price of labour and the effect of emigration.

2714. Suppose at the time those causes commenced to operate, that the magistrate of Behar had issued a *parwanna*, stating that it was optional with cultivators to cultivate the poppy, that certain missionaries had preached the doctrine of equality and justice to the ryots, telling them that they were suffering from oppression and injustice on account of poppy cultivation, and that an emissary from the hostile zemindar, mentioned in your evidence of Thursday last, had instigated the ryots not to renew their contracts, or not to take advances; do you think any of the cultivators would have been affected or excited thereby?—The effect of any such causes, or of all of them combined, in my opinion, depends upon the cultivator's actual experience of the remunerativeness or otherwise of the poppy cultivation. No persuasion would induce him to forego a positive advantage he knew he derived, and therefore to produce any effect, it would be necessary to make clear to the cultivator either that the production of opium was unremunerative, or to propose to him something that should be more remunerative and beneficial to him than the poppy. Supposing either of these contingencies to be established, I have no doubt that a public notice of the nature referred to, and the promulgation of doctrines mentioned in the question, would lead to disinclination to continue the cultivation of the poppy upon the old terms, and if compulsion were had recourse to, the tendency of it would be no doubt to create excitement.

2715. Mr. *Temple.*] Have you adopted any measures of precaution or severity towards the cultivators, to prevent the illicit production or smuggling of opium?—The illicit production of opium can easily be prevented, because it can only be effected during a considerable interval of time, and at any moment would be liable to discovery and punishment; with regard to smuggling, the difficulty is greater, because for six weeks or two months opium being left in the custody of the cultivator, and stored in every village, and in almost every hut, the disposal of it by the cultivators cannot be absolutely controlled, the precautions that are taken by the department against smuggling are carefully to estimate the yield of the crop, and to take from the *khatadars* attestations of the correctness of the estimates made. Then it is notified to the zemindars, to the police, and to the *khatadars*, what are the rewards and penalties bestowed and incurred in cases of convictions of opium smuggling. But it is still to be apprehended that the check is far from sufficient.

2716. Do you find that the measures you have to take, produce any disinclination on the part of the ryots to engage in the cultivation?—No.

2717. Are we to infer from a previous answer that you think opium cultivators could do as well without the present summary law for enforcing contracts as with it?—Such is my own individual opinion, but other officers of experience in the department I know think otherwise.

2718. Is there any difference in circumstances between your ryots and the others?—The difference is only one of opinion, the ryots are all equally circumstanced.

2719. Mr. *Sale.*] Have you or any of your subordinates the power of attaching property under this law?—No, for breach of contract the cases are tried in the collector's court upon the committal

committal of the sub-deputy opium agent; the ulterior proceedings are taken by the collectors. In my district I have never had recourse to such proceedings.

2720. Mr. *Temple.*] Have you any other papers which you would wish to file?—On Thursday I filed a few papers connected with the opium transaction of a *khatadar* named Hiramun of Nadragunge within the circle of the Gya Mofussil factory; I have a complete set of papers relating to Hiramun *khatadar*, and exhibiting every operation in which a *khatadar* is engaged with the opium functionaries. I beg leave to file all these papers, with the permission of the Commission, with the papers filed on Thursday, they amount to 19 in all; I also would wish to file annual statements of 1858-59 of the Gya sub-division, that is a general account, No. 1, and an abstract account of aggregate advances made, lands cultivated, opium received, cost of the opium, and balance paid to, and received from, and due by, the ryots in the sub-deputy agency of Gya.

Mr. C. Hollings.

30 June 1860.

ARMAN SHEIKH, Inhabitant of Porahatti, Zillah Jessore, Sub-division Magoorah, Thannah Jhenida, near the Pobahatti Factory, Pobahatti Concern; called in, and Examined on oath.

Arman Sheikh.

2721. Baboo *Chunder Mohun Chatterjee.*] WHAT *jumma* have you, and what quantity of land do you cultivate?—I have a *jumma* of nine rupees and 17 beegahs of land.

2722. Do you cultivate indigo?—I don't sow indigo. My father used to. After his death, which happened when I was a minor, the factory *sahib* took possession of 10 beegahs of that land, and used to sow it with indigo. Seven beegahs were in my possession, but in default of rent, they took possession of those seven beegahs also, the indigo land which the factory took possession of, they did not give me any remission for in the rent account. They claim rent from me for the 17 beegahs. I am not able to pay it, and therefore am obliged to absent myself from home.

2723. How many years is it since you have paid rent?—For 10 or 11 years I have not been able to pay rent.

2724. Then how do you manage to support yourself?—I carry letters for the zemindars and other people. By this means I get three or four rupees a month.

2725. Then what is your reason for coming here?—I come here in the hope of getting justice.

2726. Mr. *Sale.*] Are you not aware that we have not power to decide in cases of disputes about lands?—I heard from various parties that there was a Commission sitting here, who would decide very carefully on our behalf.

2727. Baboo *Chunder Mohun Chatterjee.*] Have you ever complained to the magistrate?—I have when Mr. Seton-Karr was magistrate of Jessore.

2728. Mr. *Temple.*] Do you at present occupy your own land; if not, for how long is it that you have ceased to occupy it?—For about 10 or 11 years I have not been in possession of my land.

2729. Have you been actually out of possession during that time?—Yes, with the exception of one beegah on which my house is situated.

2730. During this period, who has occupied and cultivated your land?—Ten beegahs have been cultivated as the factory *nij-abad*, and seven beegahs have been given to four ryots, *i. e.*,

To Ameer Uddin Mulla	-	1	beegah.
To Chand Sudu -	-	2	,,
To Kalimuddin -	-	1	,,
To Chand Shah -	-	1	,,

and two beegahs were washed away by the river.

2731. Are the above five beegahs cultivated with indigo?—No, they are cultivated with rice.

2732. Were you ejected from these lands, or did you abandon them for any cause?—I didn't leave them myself. The planter took possession. I can't say that I was exactly ejected.

2733. Did you ever try to recover them?—I asked Mr. Oatts himself to give me the land, and he told me to go to his *kooti*; when I went there the *amla* interfered, and drove me away. Once I took a letter from my zemindar to the *Sahib*; nothing resulted therefrom.

2734. When you went to the magistrate, what was the result?—The magistrate gave an order to the darogah to keep the peace, but not to give possession.

SADHU MUNDUL, Inhabitant of Daoki, Hardi Thannah, Zillah Nuddea, Poamari Factory, Katchikatta Concern, called in; and Examined on oath.

Sadhu Mundul.

2735. Mr. *Temple.*] WHAT particular oppression have you to complain of?—The factory people sowed indigo upon my rice unknown to me. I remonstrated with the *amin* and *takidger*, and they, professing to know nothing about it, went and reported it to the *dewan*, who went and called the *Sahib*, and pointed out the land, and said we were getting up a case against the factory servants; and the *Sahib*, through people who were there, we hiding in our houses, gave orders to plunder my house. This happened in *Jyeshto*. They plundered my house, and took away the things to Gosain Durgapore.

2736. Mr. *Sale.*] What things did they take away?—Six bullocks, four milch cows, one cow, and one large wooden chest containing clothes and three rupees in cash, and some silver ornaments, and one maund and a half of wheat seed. They also took away my son and kept him for four days. About the end of *Ashar* we gave the *dewan* 11 rupees, and he let our cows go. For want of the cows I lost my rice crop. All these particulars I was prepared to state before Mr. A. Hills.

2737. Mr. *Temple.*] Were you yourself present when your house was plundered?—I was in the house of Muchai Sirdar, which is adjoining, and saw what was going on.

2738. How many men took part in this, and were the factory servants there?—I saw about 12 or 14 factory servants.

2739. Was Mr. Hills himself present?—No; he gave the order, and went away.

2740. Did you yourself hear him give the order?—Yes; I heard him very distinctly give the order to *loot* the house entirely.

2741. Did you complain to the magistrate?—I didn't complain, because my family and myself

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Sadhu Mundul.

30 June 1860.

would be obliged to quit the country; *i. e.*, I didn't complain at the time, but last year I made a verbal complaint to the magistrate of Damurhuda, who would not receive it.

2742. Then how had you the courage to come here?—Some persons told me that two gentlemen were sitting in Calcutta to hear complaints, and I came here.

2743. Have you sown indigo this season?—We cultivated some lands, which they forcibly compelled us to cultivate with indigo; but this spring I have not sown any.

2744. Are you occupying your house and cultivating your lands as usual?—Yes, I am.

2745. What crop are you growing on the lands on which you used to sow indigo?—We have sown rice.

2746. Were you in the habit of receiving advances year by year?—Generally they put us off towards *Phalgun*, before they tell us our account. They then tell us that the account is made up, and whatever little is due is taken up by the *dewan's* and *takidgir's* fees, and for seeds, stamp paper; and if there is a rupee or two beyond this, they say that they put it to the rent account.

2747. When did you last finger coin?—Not for 10 years; before, I used to get some. Since the factory got the permanent lease or *putni* I have never received any.

2748. Are you sure that there are no advances standing against you in the factory books?—If they have written anything, I can't say, but I have received nothing.

2749. What further request have you?—That I should be confronted with Mr. Archibald Hills and his *dewan*. I have one thing more to say. I have heard that they have debited me in the factory books with nine rupees; and when I make my statement before them, I would wish that they be asked where they gave me the nine rupees.

[Commission adjourned at 6 P. M.

Thursday, 5th July 1860.

PRESENT:

W. S. SETON-KARR, Esq., C.S., President.

Members:—R. Temple, Esq., C.S.; W. F. Fergusson, Esq.; Reverend J. Sale; Baboo Chunder Mohun Chatterjee.

Mr. EDWARD CHARDON, of the Goldar Factory, in Nuddea, called in; and Examined on oath.

Mr. E. Chardon.

5 July 1860.

2750. *President.*] WILL you state what factory you have been at previously?—I have been three years in Goldar, and I was two years before that at Kathamari factory of the Sinduri concern. I have been ten years in Kishnaghur and Jessore altogether. Previous to being in this Sinduri concern, I was at Khalispore, near Khoolnia.

2751. Mr. *Fergusson.*] There was a ryot of the name of Alum Biswas, who appeared before this Commission and made certain statements respecting his dealings with the Goldar concern; what have you to state in regard to them?—This man did sow two and half beegahs with indigo, according to his *khata*. With regard to the statement that he paid two rupees for road making, the custom of the concern is to ask two pice in each rupee, in this way he having paid nine annas during four years. He never paid anything for the races; that is, I never authorised any such thing.

2752. *President.*] Can you undertake to say that no official of the factory made such a demand for the races?—I can say then, that if such a demand had been made, it must have been made known to me, as the ryots are in the habit of making known their complaints to me night and day.

2753. Mr. *Fergusson.*] What do you say about the tolls levied by the factory on the roads?—There is a Government toll just below Carragoda factory, where the bridge crosses the river; the toll has been leased to Mr. Meares by the Government, and therefore the factory people collect it.

2754. Was the man cast in damages in a breach of contract case?—Yes, he was. He had received two rupees cash advances from the factory *gomashta*, and I personally paid him as a loan five rupees to help him in his indigo cultivation for this year.

2755. Baboo *Chunder Mohun Chatterjee.*] Could you swear that the two rupees cash advance was paid to him?—No, but it was entered in the books at the time, and I signed it a day or two after.

2756. *President.*] Are not advances always paid in your presence?—Always. This was an exceptional case, as I had a number of people in my house, and I could not go, even to Khejura. The five rupees were paid by myself at Goldar into the man's own hands.

2757. Mr. *Fergusson.*] Did he pay up the damages?—Yes; he paid them within a few days.

2758. Do you know how his account stands with the factory?—Yes, he owes me five rupees on a loan account, but I cannot say whether the late decision against him squares the other accounts or not.

2759. Can you state what (if any) sums of money you have paid him during the four preceding seasons?—Yes, I can. In 1857 I paid him

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him at Khejura six rupees eight annas of *fazil*, and he cut 21 bundles per beegah all round; besides, I paid him five rupees of advances. In 1858, I paid him four rupees eight annas of advances. In 1859, I paid him still cash advances; I think about two rupees eight annas, or three rupees. All these sums were paid by my own hands or by my *gomashta* in my immediate presence at Khejura factory. His statement of his being forced to plough continually is untrue, being a *be-ilaka* ryot. I have no power over him, nor have any of my servants, and I shall be only too happy to see him sow.

2760. Baboo *Chunder Mohun Chatterjee.*] When the advances are made, do the ryots sign agreements?—Those who can write do sign, and those who can't merely hold the pen. We don't take these from all who can write, but only from the *budzats* or evil disposed.

2761. What number of ryots are under your advances?—I don't know exactly, but I think there may be 2,000 or 1,800.

2762. Out of the 1,800 ryots, from what number do you take agreements? — I should say I have not in each factory more than 20 or 30.

2763. *President.*] Then you don't charge your ryots with stamp paper?—Yes, we do just the same, because we think it binds the ryots, *i.e.* two annas each.

2764. Then do you do this every year?—Yes, every year.

2765. For what period of years are your contracts?—Some are for 10 years, some seven, and some three; but whether it is for 10, seven, or three, we charge two annas every year.

2766. Baboo *Chunder Mohun Chatterjee.*] Did Alum Biswas sign any agreement when he took the advances?—I don't remember, as I have had so many cases in court under the new Act.

2767. Do you not make the *be-ilaka* ryot sign agreements?—I say a few of them, the *budzats*.

2768. Mr. *Sale.*] During the four seasons you have had charge of Goldar, did Alum Biswas get a profit from his cultivation?—Yes; he has had a good profit one year, and cleared his advances every season.

2769. Then the amount of advances is less and less every year; if he cleared his advances, how is that the debt was gradually increasing?—Because we have had two wretched seasons, and last year a gale of wind just while manufacturing, and planters have been far more injured proportionally than the ryots during these bad seasons.

2770. Then you do not always give advances at the rate of two rupees a beegah?—No; if the ryot does not clear his first advances, it is impossible for him to get fresh ones.

2771. *President.*] Do you use the same standard in measurement for the indigo as for the zemindary beegah, and, if not, will you state the difference?—No, I don't use the same standard of beegah. The indigo beegah is a little larger than the zemindary beegah. The indigo beegah has always been the same since the factory was established 30 years ago.

2772. Are your books regularly brought up according as each item of expenditure is made?—I say, yes; they are regularly brought up. I never allow those of the head factories to be longer than three days in arrears. Those of the out factories are brought to me once a week for signature.

72—I.

2773. Mr. *Temple.*] Will you be good enough to describe what measures you adopt in making payments to ryots for advances or other purposes?—At the head factory where I reside, I summon all the ryots to come the next day. My cutcherry is in my own house, and my *amla* are in the house with me, and my ryots come into the *verandah*. The accounts are all written before, and every ryot knows exactly before hand what he has to receive. They are all paid, either from my own hands or in my presence by the *mohurrirs* or *amla*. They generally have to receive so many rupees and some odd annas. The rupees are paid then and there, and then I make a list of the odd annas to which each is entitled, and the total in rupees of these odd annas are given into the hands of the most influential ryot of the village who takes the list, and on getting change, he distributes it. He generally sends a factory servant with him, to see that the distribution is properly made. Not only do I pay the advances on this myself, but in the same way I pay for ploughs, carts, bullocks, boats, &c.

Mr. *E. Chardon.* 5 July 1860.

2774. Mr. *Fergusson.*] Do you think it possible that the *amla* can take such sums as have been stated from the people when you pay in this way? —I think it is impossible that such sums as were mentioned by the ryots could be taken; but I believe that ryots pay to the factory *amla dustoori*, the same as the servants of native *telookdars*, native indigo planters, native railway contractors, or any other business which is carried on through native servants. I have tried to check this before; but the nature of the natives is so perverse, that they will have their own way. At Goldar factory, two or three years ago, I had a lot of cash advances to a village of the Goldar factory. I warned the ryots not to pay any *dustoori* to the *amla*, and I saw them go to their villages, with their advances in their hands; and when they thought that I could not see them, they went round to my *amla's* houses through the village, and then, of their own free will, gave them the *dustoori*, after I had directly prohibited them from so doing. Their object in doing this is to induce the *amla* to wink at their not fulfilling their contracts to plough, sow, weed, &c.

2775. Mr. *Sale.*] Then, besides the two pice on every rupee of cash paid to the ryots deducted for roads, you do not sanction any deduction from the cash paid to the ryots?—No, I do not; and if there were more taken, it must come to my knowledge.

2776. Mr. *Fergusson.*] Is a man named Kadir Biswas an indigo ryot of yours?—Yes, he was. He has not sown this year, and I am proceeding against him. I assert that it is not true that the factory ever took any thatching grass without paying for it, and I am certain that his ploughs have always been paid for by me at the end of every season. I assert that the factory never cut down 25 *babul* trees.

2777. *President.*] Do you believe it to be true that he paid the sums mentioned to the *amin* and *takidgir*?—No, certainly not; I do not believe it, and if he has done it, it is his own fault; and if he had paid the amount, he could always have had redress by coming to me, as, before these recent rows broke out, I had cutcherry every day for three and four hours, and my factory was always full, ryots coming from six to eight miles to get justice.

2778. Did you burn bricks last year, and where did you get the wood from?—I burnt bricks in

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Mr. *E. Chardon.*

5 July 1860.

the cold weather of 1858-59, but it was all done by contract. I pay a certain sum, and the contractor does everything.

2779. Baboo *Chunder Mohun Chatterjee.*] Did you sue many ryots under the Summary Act?—Yes, several, both in Kishnaghur as well as Jessore. Nearly the whole of the Jessore ryots were on the point of paying the damages, when I came to terms with them, and they have finally sown the usual quantity. Only one Kishnaghur village did so, and that was through the influence of the Jessore magistrate, because it was surrounded by Jessore villages.

2780. *President.*] What proportion of your ryotti cultivation have you sown this year?—Out of 5,000 beegahs of ryotti, 900 beegahs have been sown.

2781. Can you explain the reasons of this extensive unwillingness to sow?—Yes; there were two or three different reasons. The principal one was, the *perwanna* issued by Mr. Eden. The contents were known to my ryots before the October sowings. I was surprised to find that this news had flown so fast among my ryots, and I had been told, and honestly believe, that it had been entirely spread through my ryots by missionaries at first, and that they incited the ryots to break their contracts, and, in fact, in the *Mofussil* it was a common saying of the ryots that the missionaries told them not to sow indigo, and that Government would support them. During this bad state of the country, Mr. Herschel, the present magistrate of Kishnaghur, arrived, and things got from bad to worse, from the extraordinary conduct of Mr. Herschel and the contradicting *perwannas* which he issued, that the ryots were quite bewildered, and did not know what to do. Then the police of Kishnaghur, which is corrupt from beginning to end, thinking that the Government was against us, supported the missionaries, and were at the head of the whole of those ryots; and as far as my factories are concerned, Mr. Herschel's police entirely shut my factories up. I can prove that the police in the Taltala factory were seen at the head of 500 or 600 ryots, preventing them from sowing; and after they had ruined my factory, they, with those ryots, went across to the Peerpore concern, and in a very few hours managed to get the whole of the ryots of that quiet concern to revolt. There is another European, not a planter, who could swear to the fact of having seen the police behaving in the way in which I have mentioned, and the gentleman in question, Mr. Ducas, gave his evidence regarding this matter before both Mr. Herschel and Mr. Maclean.

2782. Mr. *Sale.*] Can you state what ryots those were who told you that the missionaries incited the ryots to break the contracts?—I cannot mention any names in particular, as it is a thing generally accredited throughout the whole district of Kishnaghur.

2783. What missionaries are near your factories, and how far is the nearest missionary station from your people?—Kapasdanga is the nearest missionary station, and is about 15 or 16 miles from Goldar. Mr. Schurr is, I believe, resident there.

2784. Have you had any personal communication with that gentleman?—No; I have seen him, I think, at Sinduri, some time ago.

2785. Then you have no other reason but these flying reports that would lead you to believe that Mr. Schurr has done anything of the kind you have mentioned?—I most positively believe that both Mr. Schurr and Mr. Bomwetsch are in a great way the cause of the lamentable state in which the district is at present.

2786. *President.*] How many bundles do you give for the rupee, and do you think that what you give is sufficient to make it profitable for the ryots?—I give four bundles for the rupee in the Goldar division, and I feel quite satisfied that in that concern, where the lands are very fine, it is quite sufficient to make indigo as profitable as rice, if the ryots do not neglect their indigo lands.

2787. Baboo *Chunder Mohun Chatterjee.*] What could be the object of this neglect, if indigo paid them as well as rice?—Because for indigo they take advances in money, and that crop they cannot eat; and by the time the indigo is growing, they have spent all the advances they have received, and they have very little more to expect from that indigo, whilst the rice is then on the ground; and however indifferent the rice crop may be, they will always manage to rob the *mahajan* of some portion of the rice, whilst the indigo is of no use that way. Besides this, the *mahajan* invariably puts the ryot against the planter, as it is his intent to oppose the planter. In endeavouring to adjust accounts between the ryot and *mahajan*, I have frequently to cut down their exorbitant charges. Besides this, the *talookdars* of the village are always putting the ryots against the planter.

2788. Mr. *Fergusson.*] What has been your experience in this year in bringing complaints before the magistrates and assistant magistrates of Kishnaghur?—My experience has been as much as most years since these disturbances took place, because my factory has been one of the worst in this district. I have had a good deal to do with Mr. Maclean, and I have also two or three cases before Mr. Herschel; and the result of all this is, that I have not been able to obtain a particle of justice from either one man or the other.

2789. In what way have you failed in obtaining justice?—I pointed out to Mr. Maclean himself the cattle destroying my indigo; he gave me peons to catch them and bring them. Those that we caught were released almost immediately, with a reprimand to the owners, which encouraged the ryots to repeat the trespass, so that a very large quantity of my indigo was the very next day destroyed.

2790. *President.*] Have you any complaints to make of the conduct of the police?—I have to complain against the Kishnaghur police in every way. I have no complaints to make against the Jessore police in the present matter. It is perfectly impossible to get a particle of justice without bribing for every thing. In the truest cases, true reports will never be given, unless you bribe some of the *amlas* who are sent to investigate it; even if a defendant is summoned by the magistrate, we are obliged to bribe the man to arrest the defendant. If we don't do so, he takes money from the defendant, and swears he has not seen him. I do not know a single case I have had in court in which I have not invariably been obliged to bribe, since I have been a planter, to obtain justice; and very often, after I have bribed to have a true report filed, the opposite party has bribed a second time, and given more than I have given to get an opposite statement made, and I have lost my true case.

2791. Mr.

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2791. Mr. *Fergusson.*] What effect do you consider the removal of Mr. Maclean has had upon the temper of the ryots?—It has made things worse than ever, because the ryots know and say that Mr. Maclean has been turned away from Damurhuda, because he gave us a few paltry damages under the new Act; and that from what we have seen of Mr. Bell, it is quite evident to me and other planters, from the way in which he has dismissed our cases, that he is so prejudiced against us that there is no way of obtaining justice. The same kind of evidence which had satisfied Mr. Maclean and Mr. Molony is at once rejected by him. The natives also believe that from the very fact of the Government having taken away Mr. Maclean from Damurhuda, he being a civilian, and immediately after sending us two Sudder Ameens, the Government thinks our cause so lost that a civilian is too good for us.

2792. Baboo *Chunder Mohun Chatterjee.*] Were you more successful in your breach of contract cases before Messrs. Maclean and Molony than before the other magistrates?—Yes; I never lost a single case either before Mr. Maclean or Mr. Molony.

2793. Will you be pleased to state what number of cases you instituted under the Sowing Act before Messrs. Molony and Maclean?—No; I have no recollection, on account of the various ways in which the complaints were directed to be brought.

2794. What proofs were you required to produce before Messrs. Molony and Maclean, and what proofs are required by Mr. Bell?—The *rokar* of the factory, *pattunjat*, *ryots' hisab*, besides as much evidence as could be got.

2795. Mr. *Fergusson.*] Have you observed any difference in the condition of the ryots in parts of the country cultivated with indigo, with parts that are not cultivated?—I have not personally, because I have not been where indigo is not grown. But the principal agent for the contractors of the Eastern Bengal Railway, Mr. Carr, who had formerly been engaged on the East Indian line, where there were no indigo factories, told me that the people of Kishnaghur were much more independent, and required much higher wages, if they would work at all, than in the other districts, and the women work, whereas here, none of them would work.

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MINUTES OF EVIDENCE

TAKEN BEFORE

THE INDIGO COMMISSION AT KISHNAGUR.

Monday, 9th July 1860.

PRESENT:

W. S. SETON-KARR, Esq., C. S., President.

Members:—R. Temple, Esq., C. S., W. F. Fergusson, Esq., Reverend J. Sale, Baboo Chunder Mohun Chatterjee.

W. J. HERSCHEL, Esq., Magistrate of Kishnagur, called in; and Examined on oath.

W. J. Herschel, Esq.

9 July 1860.

2799. *President.*] WILL you state to the Commission, whether you have had experience as regards the system of indigo planting in other districts besides Nuddea?—Very little, indeed. Nothing at all to what I have had during the last four months; but I was in charge of the subdivision of Aurungabad for about three years, when there were a good many disputes between planters and natives, zemindars or ryots. Also in the district of Sllahabad, where I was for about a year, and where in a few instances I had to decide such disputes.

2800. In what years were you in Aurungabad, and what was the character of the disputes in which your interference as magistrate was sought?—I went to Aurungabad in August 1855, and left it in December 1858. The disputes generally at that time were between planters and zemindars, or between rival planters. There were a few cases between planters and ryots. The disputes between planters and zemindars were generally attempts on the part of the planters to extend their zemindary rights.

2801. Did you generally find the zemindars averse to granting leases, or to the extension of indigo cultivation?—The principal dispute arose between the Aurungabad concern and a Mahomedan zemindar, in which the planter claimed his rights under a decree of the Civil Court. I do not think that he was attempting to obtain an extension of rights by a bargain. There were other disputes between the Kudumsar concern and the Rajah of Mohcshpore, in which *ijaras* were in dispute, but I have not sufficient recollection to state whether they were claimed as a right, or asked for as a bargain, and in neither of these two cases was the aversion of the ryots to indigo planting made any ground of objection before me. So far as it appeared before me, it was a simple contest between the two parties wishing to obtain the zemindary right. But there was another dispute generally going on, in which the Turtipore concern, in extending its cultivation, appeared to have come into collision with the ryots directly; whether they were supported or instigated by the shareholding landlords I cannot say. The case which came before me was between the planter and the ryots, and the latter expressed a decided aversion to cultivate indigo, or, rather, made the oppression attending the cultivation of it the ground of their objection.

2802. In the first case noticed by you, if the planter relied on a decision of the Civil Court, how was the zemindar able to offer any further opposition?—The decree gave Mr. McLeod 10 annas in certain villages, and the remaining six annas remained in the hands of the Mahomedan zemindar. The latter opposed the factory, as far as I recollect, through an agency of his own, and not by his ryots. The ryots sided with the zemindar when the question of the Mahomedan mosque was brought forward.

2803. Mr. *Sale.*] Did you form any opinion as to the feeling which existed in the minds of the zemindars towards planters and indigo cultivation, while at Aurungabad, and if so, what was that opinion?—In the two cases I first mentioned, as I said before, indigo was not mentioned in the matter; and it would be unfair to say that the zemindars entertained any hostile feeling towards the planters from the few cases that were before me, as there were many more who were on a friendly footing. As to the third instance, which included the greater part of the Khamra Thanna, I did then first entertain an idea that the evils of the indigo system were made use of by the opposing zemindars as an objection to allowing an extension of the planter's influence; but, during those three years, I never had my attention very much attracted to the indigo system itself as an agricultural pursuit.

2804. Mr. *Temple.*] Can you recollect the names of any considerable zemindar or zemindars who were friendly to the planters?—The zemindars were

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were very small zemindars indeed, and I don't think I can recollect the names of any of them.

2805. Mr. *Fergusson.*] During the time that you were at Aurungabad, did you hear or see anything which would induce you to have expected such an outbreak against indigo planting as that which has taken place this year?—Making allowances for the fact that I hold different opinions as to the management of different planters there, I was very much surprised to hear of the outbreak in the Kalapanee Aurungabad Factory, which, at the time it occurred, was in the hands of Mr. Rice, a gentleman who, I should have thought, was certain of the affections of the natives; and Mr. Henry Masyck, his predecessor, appeared to me to have managed well, though his *dewan* was certainly complained against rather bitterly sometimes. Still, under Mr. McLeod's management of the whole concern, I was certainly surprised that an outbreak should have taken place in it. I was less surprised at the attack on Baniagram, as the concern of which that forms a part, both on the Moorshedabad and Malda side of the river, has for many years past been the scene of the gravest outbreaks on the part of the ryots that I have seen in any district. I should observe, that the Buckrabad Factory, on the Malda side of the river, though at the time of the outbreak there it was under Mr. McLeod's management, had till lately been under the *Shahsanee*, a part of the *Baniagram* concern, and had been the scene of a most violent riot.

2806. During the time that you were there, were the disturbances to which you refer consequent on the ryots rising against the planters, or what were they?—Most of the disturbances which I refer to took place when I was at Malda, except the heavy one of *Buckrabad*, which took place a little before I joined Malda. The latter one was owing to a dispute between rival indigo concerns. Those which took place during my employment in Malda were between the shareholders of the concern itself.

2807. Mr. *Sale.*] Besides the case at Turtipore, have you met with any other instances of the ryots having expressed their dislike to the cultivation of indigo in that district?—Latterly, my attention was generally drawn to the subject, and in the year 1855 a planter told me that it was absurd to think that the ryots made any profit out of indigo.

2808. Mr. *Fergusson.*] When in that district, were you ever called upon by the ryots to give them protection against indigo planters?—I was called upon by the friends of two ryots, to release them after having been carried from Moorshedabad to the district of Malda, and I think I was called upon to prevent their cattle being carried off.

2809. *President.*] Will you state the result of the abduction of the two ryots?—I released the men from the Malda district. They had been imprisoned in a factory. The evidence in the case implicated Mr. Hedger personally, and I issued a warrant for his arrest. Owing to an irregularity in the process, the case was brought before the judge, who pronounced it illegal, and the magistrate of the district at the time at once struck the case off, or acquitted the defendant, I forget which. This would not have been the case if an appeal from my proceeding had not been made to the Government by Mr. Hedger direct, as the case would then have continued in mine own hands, and I could have completed the evidence.

2810. Baboo *C. M. Chatterjee.*] In whose factory were they confined in the district of Malda?—They were carried first to the Turtipore Factory, and I traced them to two or three factories belonging to the same concern before I released them.

2811. During the time you were in Aurungabad, will you state the number of kidnapping cases that were brought before you?—Excepting small cases of detention for a day by zemindars, I think I had only one other serious kidnapping case. It was by a man named Ahlad Singh, who wanted an *ijara* from a petty landholder, and he seized him as he was going along the road in open day, and sent him up from one end of the district to the other, then down the Ganges some 40 or 50 miles, then up into the Malda district, beyond *Ingrezi* bazaar. After about three weeks he turned up at the Khamra Thanna. The case was made over to a deputy magistrate, who sentenced the man to three months' imprisonment and a fine, which sentence the judge pronounced inadequate. I ought to state that *Ahlad Singh* is not a landed proprietor of any extent, and, in this case, might have been acting *benamee* for some one else.

2812. *President.*] Can you state in what kind of indigo cases your interference or advice was asked for during the year of your incumbency in Shahabad?—I saw very few indigo cases in Shahabad. The only one of any importance that I remember was one in which a planter wanted to compel some ryots to sow indigo. He went over to the field in person, with a few burkundazes and some ploughs of his own. The ryots refused to allow him to plough, and he struck one of them with a riding whip, and one was slightly wounded with a sword in the head. One was seized and carried off to the factory, whence he was afterwards sent on to me by the planter, with a petition to the effect, that, in self-defence, he had seized this man to prevent an attack on himself by the villagers, which he saw impending. The place was nine miles from the station. I was on the spot myself five hours after the occurrence, and was met by the planter there. I found the plea of an impending affray utterly unfounded. I convicted the planter, and sentenced him to 200 rupees fine. The case was appealed, and the judge, admitting the facts to be proved, thought the act did not deserve punishment, as the man was acting in self defence.

2813. Can you state if the ryots in that case were ryots of a village held by the concern or not?—I think they were *ilaka* ryots.

2814. Mr. *Temple.*] Did you ever receive complaints in Shahabad from ryots to the effect that the cultivation of indigo was unprofitable?—No; the complaint always was that the planter was oppressive; it did not then assume the definite shape it has now.

2815. Were complaints regarding oppressions on the part of the planters frequent or rare?—In the case of the one planter, to whom I have alluded in the previous answer, they were decidedly frequent. The object, I believe, was to create a feeling against the honorary magistrate's powers that he held; at least, that was always thrown in my face when complaints were lodged. As regards other planters, I scarcely remember a complaint against them; they were remarkably quiet. There were, indeed, elaborate complaints

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W. J. Herschel, Esq.

9 July 1860.

against Mr. Bingham, in Chynepore, but those complaints were clearly directed against the honorary magistracy he held, and proved to be utterly unfounded.

2816. As regards the complaints being directed against the honorary magistracy held by Mr. Bingham, and also by the other gentleman you mentioned, have you any knowledge as to who instigated those complaints, or how those complaints originated?—I have no idea that there was any instigation in Mr. Bingham's case, still less in the case of the other gentleman, Mr. Barton. In Mr. Barton's case the ryots thought he had abused his powers of honorary magistrate. In Mr. Bingham's case there was nothing to suggest such an idea.

2817. Then, if in Mr. Bingham's case there was no reason to suppose that he had abused the powers he held, how do you account for such complaints arising?—The powers given were unusual, and nothing was more natural than that occasion should be taken by any party, whose interests were opposed to the honorary magistrate, to throw suspicion on his probity.

2818. Was any zemindar, who had interests opposed to Mr. Bingham, concerned in those complaints?—Yes, they were preferred by such zemindars.

2819. *President.*] You took charge of the district of Nuddea, both as magistrate and collector, on the 20th of last February; will you describe as fully as possible the state of the ryots, as regards indigo and indigo planting, as it was then and has since been brought to your notice?—With the exception of the sub-division of Santipore, and two thannas on the Bhagirutti, the whole of the rest of the district was very strongly excited on the subject of indigo planting. There appeared among the ryots a general sense of approaching freedom. They behaved as if about to be released from something very oppressive, and as if impatient of the slowness of the process. One general idea seemed to prevail, that the cultivation of indigo was stopped by the orders of the Government, and a good deal of irritation seemed to prevail, because they thought that this order, according to their ideas, was not carried out. Since then the idea has been entirely abandoned, and a very enlarged view of their rights has been acquired by the ryots; and, generally speaking, they seem to have stood upon those rights with moderation and firmness. A large quantity, I believe I might say about three-fourths, of the ordinary amount of indigo has been sown, and but for the special law that has been passed, and the general obedience on the part of the ryots, I doubt whether a tenth part of the ordinary sowings would have been got into the ground. Nothing but that law eradicated the idea that Government did not intend to put a stop to the cultivation of indigo. The passing of the law caused very great irritation among the ryots; and to that irritation, to a certain extent, is owing the deficiency in the present crop. As regards the sentiments of the ryots now about indigo, I think the feeling that existed formerly, though not aggravated, is ten times more determined, and that it will require very great management on the part of planters to continue their cultivation next year. At the same time, I see nothing in the present temper of the ryots to cause hopelessness to any planter who would meet a ryot entirely afresh on fair ground.

2820. Did you find this feeling of an expected deliverance to prevail both among ryots of villages held by factories and among ryots of villages not so held?—The manifestation was plainest in *be-ilaka* villages, but the planters appeared to stand upon very tender ground in their own zemindarys.

2821. Was it ever brought to your notice in any distinct or specific form, that emissaries from powerful individuals or associations were instigating the ryots to refuse to sow?—There have been a great number of charges brought against individuals for instigating the ryots not to sow. Where these persons were not servants, or as they may be called emissaries of zemindars, who had an interest in the village, they were those zemindars themselves, sometimes resident zemindars and sometimes zemindars who visited their villages occasionally; with this exception, in only one instance has a man been named to me as an emissary of Ram Ruttun Roy. This man's name was *Mohesh Chatterjee*, a well-known resident of the Damurhuda Subdivision, and therefore, perhaps not, strictly speaking, an emissary in the sense of the question; beyond this single case I have never had either an instance brought to my notice, still less a man named, as having come from beyond the limits of the district, to instigate the ryots; but it is, I believe, the case that *mooktyars* have been sent up on a salary by the British Indian Association to give legal advice to the ryots in cases pending in court; whether this is the case or not I cannot say positively, but an improved class of *mooktyars* have come from Calcutta for this purpose. I am aware also that ryots coming into Kisnaghur, without any idea of going down to Calcutta have been referred by agents (as I must suppose them to be) to Hurris Chander Baboo, the editor of the "Hindu Patriot," and that those ryots have gone to him, and have had petitions prepared by him.

2822. Then on the whole it is not your opinion that emissaries have been sent either from Calcutta or from other districts to cause political agitation on the subject of indigo?—Certainly; agents have not been sent from village to village to stir up agitation by word of mouth, but there has been a very large correspondence, not only by letters but by means of a very large number of ryots, who have gone to Calcutta and have brought back verbal advice.

2823. Are you in a position to state who, in Calcutta or elsewhere, have furnished the ryots with advice?—Not except by common report. The ryots themselves have frequently quoted orders from the Government of Bengal, in the same way they quoted any other order that suited them, but from common report I have heard that they used to go to the editor of the "Hindu Patriot;" and the ryots in the case which I referred to before admitted the fact. But I have no reason to suppose that the advice was improper.

2824. Mr. *Temple.*] Can you inform the Commission, or could you ascertain readily the names of the *mooktyars* of an improved class who have come to this district from Calcutta, from the British Indian Association?—I cannot name them at this moment, but I can ascertain them.

2825. Have you yourself seen any of these men or heard them plead?—There is a *mooktyar* in my court who constantly pleads for the ryots. I am informed now that he is a regular practitioner of the court. He appeared on behalf of the ryots just when the others were reported to have

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have been sent up, and as his face was new to me I thought he was one of them.

2826. Do you know whether any or all of these gentlemen speak English?—The one in my court certainly knows English, and so does the one at Damurhuda. I don't know about the one at Bongong.

2827. How did you become acquainted with the circumstance that these gentlemen were salaried by the British Indian Association?—By common report; so far particularised, that their salaries were stated to be 100 rupees a month. They are new men in this district, and are always employed in those cases on the ryots' behalf.

2828. Have you any reason to suppose that these men have merely pleaded as *mooktyars*, or have acted as emissaries?—They cannot have acted otherwise than as emissaries from their position, for they are in daily communication with Calcutta. They have certainly not abused their position; on the contrary, I think they have done good by controlling their clients; and on the whole, I was glad to have them, as without them I should have been in a very disagreeable position on the bench.

2829. Have you any reason to suppose that any *mooktyar* was sent to the courts by Mohesh Chatterjee?—No, not the slightest.

2830. You mentioned that there was a large correspondence at the time between the district and Calcutta; has that fact been verified by inquiry at the post office, as to the bulk of correspondence dispatched to Calcutta?—No; I made no such inquires. The police reports constantly stated that the ryots quoted the contents of certain letters received by them. There is one fact which I would like to mention, which is, that before my arrival a letter was found in one village and was said to have been circulated among other villages, desiring the ryots never to cease petitioning until the Commission should come. This was an anonymous letter, and had every appearance of being genuine; I saw that letter myself, and could produce it. It was addressed to *mandals* of villages, and was sent in by Mr. Forlong to Mr. Drummond, my predecessor.

2831. On the whole, from what you know of the character of ryots in general, and Kishnaghur ryots in particular, do you think that these people could have made the manifestation they have unless they had received counsel from others more educated and experienced?—No popular movement of this kind ever takes place without leaders of some sort. I cannot attribute the existence of leaders in this case to any thing peculiar to the character of the ryots.

2832. Do you know any head ryots who have sufficient resolution and knowledge to stir up their own ryots, and also to communicate with other ryots in other parts of the district, and thus create a combination among themselves?—I could point out hundreds such. But the village leaders in this case, with few exceptions, had a strong interest in the question themselves. Leaders have sprung up in one village, who have in an incredibly short space of time gained an enormous influence in numbers of adjacent villages, and have lost it almost as quickly.

2833. On the whole, do you consider that the principal zemindars of the district have favoured the movement, or remained neutral?—On the whole their weight has been thrown into the scale against the planters, but to nothing like the extent to which it might have been, had they been so disposed.

2834. Do you know any zemindar who has exerted himself to suppress the movement?—Yes; Mr. Larmour, of the Mulnath concern, owes a great deal to the ultimate assent of the two principal zemindars, Sham Chunder Pal Chowdry and Habib-ul-Hossain.

2835. *President.*] Do you know of any zemindars, manufacturers of Indigo, whose interests have suffered by the recent dislike on the part of the ryots to sow indigo?—I know one instance: Moti Baboo; his ryots have refused to sow. He prosecuted a *faqnir* and an opponent zemindar for instigation, both of which cases he lost. Encouraged by this, his opponents attempted downright intimidation, and were punished for it. He has suffered in his sowings. I know of no other case of positive loss, but native Indigo planters have felt a difficulty this year.

2836. Baboo *C. M. Chatterjee.*] Is it not a fact that ryots of several villages had put in petitions, stating their unwillingness to cultivate indigo, even before you took charge of this district, and that on such occasions 400 or 500 ryots daily besieged the magistrate's cutcherry?—I can only answer that, by stating what I found to be the habit of the ryots on my arrival, which was that they generally laid from 10 to 20 petitions of the kind daily, and there would generally be some 30 or 40 ryots in the Court House, who came up to present these petitions. Mr. Drummond told me I should expect these petitions, as he had received them himself.

2837. And did you, on that account, discourage the presenting of such petitions?—I put a stop to them.

2838. Are you aware that a disposition to resist the cultivation of indigo has existed in this district for upwards of two years?—I am no more aware of the fact than anyone else is who reads the newspapers.

2839. Can you state how long it is since the village of Hanskali Govindpore has been quarrelling with its planter; and whether indigo cultivation has been totally stopped for the last two years in that village?—I have no particular knowledge of dates, but I know there is a village in Mr. White's concern, Batua, I think it is called, which refused to sow indigo about the time stated in the question, and that it has steadily refused to sow ever since.

2840. Mr. *Sale.*] Will you be good enough to state what was the nature of the petitions, the presenting of which you discouraged, and the reason for your discouraging their presentation?—They were all of a vague and general kind, mostly referring to matters too long gone by to be taken up; and in justice to those who had specific charges to bring, I was obliged to put a stop to such petitions.

2841. Mr. *Fergusson.*] Do you consider that any undue influence was at work, with reference to the parwanna that was sent to Damurhuda, and which was altered from what you intended it to be?—I did think so at first, but the result of the inquiry since held, makes me unwilling to entertain that opinion any longer.

2842. Will you explain why more than one copy of the parwanna was necessary, inasmuch as it only referred to the parwanna which was issued by Mr. Maclean, within the Damurhuda Sub-division?—A reference to the parwanna

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W. J. Herschel, Esq.

9 July 1860.

itself will show that it made no reference to Mr. Maclean's orders.

2843. But was it not issued in consequence of Mr. Maclean's parwanna?—Partly. If it had not been for Mr. Maclean's parwanna, mine would not have been so decided in its tone; I should, nevertheless, have issued a circular on the same subject.

2844. How many copies were issued, and was the one that was sent to Damurhuda the only one that was erroneous?—There were 11 copies issued, and this was the only one wrong.

2845. Was it not a strange coincidence that the only one that was wrong should have been sent to Damurhuda, when it must have done the most mischief to the planters?—The chances were 10 to one against it, but in taking up the idea that it was purposely done, I was under the impression that the *Hookum-namah* which the darogah issued, and on which so much stress has been laid, was issued in consequence of my parwanna. It appears now that the *Hookum-namah* was issued by the darogah, before he was aware of my having issued such a parwanna. One day, if not two, before I issued it, I pointed out to Mr. Maclean demi-officially the mistake he had committed, and left it to him to correct it. On receipt of my letter, he called the darogah, and in his presence prepared a parwanna of his own, cancelling his former order. Neither Mr. Maclean nor the darogah had then seen my circular. On leaving Mr. Maclean, the darogah issued this *Hookum-namah*. As I believed it to have been issued on view of my parwanna, and it being evident that the darogah could not have issued it, had the parwanna been correctly copied, I naturally believed that the error was purposely committed.

2846. *President.*] Have you had reason to be satisfied with the conduct of the police in matters relating to indigo, as favouring neither planters nor ryots?—On the whole, I have no reason, taking the district all round, to be dissatisfied; but I have had reasons, in single instances, to believe that one party or another has been favoured. One darogah has been suspended for favouring the planter, and another for favouring the ryots. The two cases occurred in different sub-divisions, under different officers, and at different ends of the district, and had no connexion one with the other.

2847. Do you think that in the case of the *Goldar* cultivation, the police behaved impartially?—The charge brought against the police in Goldar rests on the assertion of Mr. Chardon, that the police were seen at the head of a crowd. In this, it appeared on the evidence of Mr. Ducas, that the police referred to were village chowkidars, who in this district wear red turbans and carry spears. A village will often contain half-a-dozen of such chowkidars, and as these men have invariably sided with the ryots, and have generally assumed a leading position, the regular police sometimes come in for the blame due to the chowkidars, and sometimes the villagers are charged with having assembled with spears.

2848. Mr. *Fergusson.*] Do you not consider the village chowkidars as part of the police?—They are rural police, under the nominal control of the magistrate, but practically they are beyond my control.

2849. Mr. *Temple.*] But are not these watchmen generally men of the village, and, in one shape or another, paid by the village, and if so, is this the cause of their siding with the ryots?—They draw their pay from the village, and no magistrate expects any material assistance from them. In this case, it was perfectly natural for them to side with the ryots.

2850. In this case were any of them indigo ryots?—There is, I believe, a general order in the district, issued in favour of the chowkidars, exempting them from the liability of sowing indigo, or prohibiting them from doing so; nevertheless, many of them do sow indigo. I have had complaints from chowkidars applying for exemption under this order; but I have never seen the original order myself.

2851. Have you ever had occasion to punish any of them for siding with the ryots?—Yes, I have. In one village, the chowkidars would not carry out my orders for preventing cattle trespass among the indigo. I dismissed them all, and realised their arrears of pay from the ryots to be given to new men at an increased rate. That was the only complaint in my own division of the district. In the sub-divisions, several cases have occurred, in which chowkidars have had specific charges made against them connected with indigo, such as intimidation of ryots, assaults, &c., for which they had to stand their trial.

2852. *President.*] During your incumbency, have you observed whether the missionaries have at all attempted to influence the ryots either one way or another?—I have never had the slightest intimation of the kind, either one way or the other, during my incumbency.

2853. Are you in a position to suggest any measures whereby the cultivation of indigo, as between planter and ryot, may go on more smoothly in future?—I can suggest nothing but justice between the two parties.

2854. Are there any points as to the arrangement between the two parties which would strike you prominently as capable of emendation?—The only point I could suggest is, that it should be a cash transaction, that is, that the ryot should receive cash for his leaf, in the same way he receives cash for anything else he sells. In cases of debt, the money should be realised before any further transactions be carried out between the two parties.

2855. Mr. *Temple.*] Then, virtually, by that procedure, the ryot would practically be free from the loss of previous years, and thus the risk of the season and produce would be with the planter, instead of the ryot, as at present?—I do not see the consequence. The transaction, now a nominal one, would be converted into a real one. The reality would be, that the planter would sometimes fail to realise a debt, but that, on the other hand, he would not have a single ryot on his books who was not a willing worker; and with the influence a planter possesses, as the debt would never be a very large one, he ought not often to find any difficulty in realising it by simple demand upon the ryot.

2856. Mr. *Fergusson.*] If such a plan were followed now, would it not virtually discharge all the balances due by the ryots?—I think most ryots would gladly pay up their balances now to be quit of their accounts, if they were reasonably small, and after the experience they have now had, provided they knew that their debts would not be allowed to accumulate against them, they would

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would gladly clear their books every year, if it was worth their while to take fresh advances.

2857. Do you see any objection to a summary procedure against a ryot for non-fulfilment of a contract fairly entered into, as in the present law?—No, not as a general law, *i. e.*, embracing all contracts of the kind.

2858. Do you think that it would be practicable to register such contracts, and how do you suggest it should be done?—Yes, I consider it perfectly practicable. The only objection to registration is, that it does not secure absolute proof of the identity of the person charged with breach of contract, with the person who signed the document. If personification at the time of signature, or false pleas of personification afterwards, were rendered impossible by any peculiar mode of signature, nine-tenths of the difficulty of forming a decision would disappear, and with it nine-tenths of the process necessary to bring the trial to an issue. I can suggest a signature of exceeding simplicity which it is all but impossible to deny or to forge. The impression of a man's finger on paper cannot be denied by him afterwards.

2859. Mr. *Temple*.] With reference to your answer that the ryot ought to receive cash for his leaf, supposing that a ryot actually received four rupees in advance, and his leaf turned out to be four rupees, and no more; would he, in that case, receive anything more?—No, certainly not. What I propose is, that debts of one year, not realised or claimed in court before advances are given for the next year, should not be realisable in a court of law.

2860. Mr. *Fergusson*.] Why should not a similar rule be applied to rent, so that if a man owes any arrears, he should be turned out of his land?—I am speaking from my experience of the indigo system.

2861. Mr. *Temple*.] Do you think the ryots would be satisfied if the cash payments were secured in the manner you have mentioned, without augmenting the rate of payment itself?—I have not sufficient knowledge of the profits obtainable by a ryot to answer that question.

2862. By your previous answer regarding justice between the two parties, did you mean that all that is needed is, that the existing law should be justly and strictly administered between the parties?—Yes.

2863. Do you think that the police are sufficiently well organised and trustworthy as to prevent on the one hand outrages being committed by planters upon the ryots, and on the other hand to prevent the rights of planters being unlawfully interfered with by ryots or zemindars?—The organisation of the police is, I think, as good as it can be, the force of burkundazes only being a little too weak. I do not think any other increase would be of much use. Their trustworthiness depends entirely on the supervision bestowed upon them, and without a very large increase of that, I do not think the objects mentioned in the question can be secured.

2864. Do you apprehend, then, that oppression and interference, as above described, might happen without your being able to prevent it with the existing staff at your disposal?—Yes, to a great extent.

2865. Do you apprehend that, despite all you can do, such things do occur?—I think force is used in the Mofussil by every one capable of exercising it, to an extent that the magistrate cannot control. In the case of a ryot being kidnapped or imprisoned, it is obviously out of my power to prevent his seizure on the sly, and the chances are great that I could not release him.

2866. Mr. *Fergusson*.] Can you state the estimated area and population of this district?—You will find it on the survey papers and on the map.

2867. Previous to this year, what number of deputy and assistant magistrates were in this district besides the magistrate?—There was one subdivision in Kurreempore, and another at Santipore; and, in the latter part of 1859, one was established in Damuhuda; and since then, another at Bongong.

2868. Did the ryots tell you how they derived the impression that Government were opposed to indigo; and did you take any steps to disabuse their minds of it?—They said plainly that the order of Government was not to sow indigo; and as the peace of the district depended on my being able to undeceive them upon that point, I naturally bestowed all the pains I could on it.

2869. When you went out to Katgarra, did the ryots tell you that they had broken up the indigo that had been sown, because Government wanted to put a stop to indigo cultivation?—Yes.

2870. Baboo *C. M. Chatterjee*.] Did not one Gunesh Ganguli, in behalf of Mr. Forlong, manager of Mr. James Hill's concern, bring a case of breach of contract, under the summary law, against some half a dozen ryots, and was not the same dismissed by you as a got-up and false one?—It was dismissed by me on the ground that the documents produced were forged. It was from the Beerpore Factory of the Hurra concern, under the superintendence of Mr. Saubolle.

2871. Did you try this case in one day or in two?—It was a long case, and took me two or three days.

2872. Was it not on the first day that Gunesh Ganguli stated that he appeared on behalf of Mr. Forlong; and on the second day's trial did he not say that he was acting on behalf of Mr. Saubolle, of Beerpore Factory?—I cannot recollect. Mr. Saubolle gave his evidence on the first day. He is an assistant to Mr. Forlong.

2873. Mr. *Fergusson*.] Has not Mr. Saubolle the management of the Hurra concern, which is under the general superintendence of Mr. Forlong; and do you believe that Mr. Forlong had any knowledge that any such case was pending?—Mr. Saubolle is an assistant, as described; and I would not have thought that Mr. Forlong knew anything of the case, had I not been informed that Mr. Saubolle refused to prosecute, and Mr. Forlong insisted on his doing so. However that may be, I never saw a clearer instance of the *amla* of an out factory having the entire game in their own hands.

2874. Will you state by whom you were informed?—I object to answer this question, as I was only questioned about my belief; but I will answer it, if it be thought necessary. I would wish to add, as a proof of the extent of which the Beerpore *amla* act upon their own authority, that these very same men, Gunesh Ganguli and others, are now on their trial for perjury, for having falsely charged the ryots of a neighbouring village with burning the factory down. The charge is clearly a false one, and

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W. J. Herschel, Esq.

9 July 1860.

has been dismissed. Mr. Saubolle could not have known of the falsity of the charge until the cross-examination took place.

2875. With reference to the first question regarding this case, if your *Sheristadar* was accused of taking a bribe, do you think it would be right to insinuate that you were a party to it because you were his superior officer?—No.

2876. Baboo *C. M. Chatterjee.*] Could you not try Gunesh Ganguli, and the other parties interested in this case, for forgery and perjury?—Gunesh Ganguli is on his trial for uttering, and the writer of the document for forgery. I could not put any other parties interested in the case on trial.

KARIM BISWAS, Inhabitant of Ramkistopore, Thannah Mihirpore, Factory Batpara, Concern Katuli; Examined on oath.

Karim Biswas.

2877. *President.*] HAVE you sown this year; and if not, why not?—No, I have not sown. Last *Aswin* the planter called upon me to pay 120 rupees on account of indigo. They were taking my cows in order to realise the money, when I gave security, and I made arrangements to pay it by instalments of 40 rupees a year. I paid down 26 rupees, and four rupees to the *amla*, which left 14 rupees to be paid in *Posh*. But when *Posh* came I would not pay, as the instalment had been extorted. We then presented a petition to the planter about indigo. We then presented a petition to the magistrate, who passed an order that the cultivation of indigo was optional. So we did not sow.

2878. Has there been a suit against you this year, and how was it that you sowed last year?—There has been no suit against me. I sowed last year by compulsion a *khada* of land, *i. e.*, 16 beegahs. I have six *khadas* of land altogether. This year I have been enabled to sow four *khadas* with rice, because I have not had to sow indigo. I have not been able to sow the other two, as I have been obliged to keep out of the way for fear of lattials.

2879. Mr. *Temple.*] Did you actually see lattials this year?—No, I have not seen them; but on hearing that they were about to come, I kept out of their way.

2880. Who is your landlord?—Formerly Kasheshur Mustofi, but now it is the planter, Mr. Smith; he has got the *putni* of those villages.

2881. Are any lattials kept in the village?—No; they are kept in the factory and in the *golabarri*, or barn. I can't say how many are kept there, as I don't go to the factory.

2882. *President.*] How much plant did you deliver to the factory last year?—About 30 or 40 bundles. I gave it to a carter, who delivered it at the factory. I went to the factory, but I got neither excess payments nor advances.

2883. Mr. *Temple.*] With what specific object did you come before this Commission, inasmuch as you have not been sued for breach of contract, and as you have not this year sown indigo?—On account of the oppression committed when my cattle were sold last year; and by degrees and in various times during the last 11 years, I have been fined 300 rupees. I have to pay one rupee every year on account for bets and lotteries. Also, if a ryot absconds from the village we are made responsible for his balances. This way, I have had to take up the balances of two ryots.

2884. What are your intentions in future with regard to sowing indigo?—My intentions for the future are that I won't sow indigo. In the first place, all my cattle have been sold; and even if my cattle were restored to me, I won't sow indigo. Besides, there are taxes for roads, which are good for nobody, and lead only to the factory.

SELIM MUNDAL, Inhabitant of Ramkistopore, Thannah Mihirpore, Zillah Nuddea, Factory Batpara, Katoolee Concern; Examined on oath.

Selim Mundal.

2885. *President.*] WHAT have you come here to complain about?—This year in *Aswin* a suit was instituted against me for three years' rent. I filed an answer in the case, and after that the *Sahib* did not continue the complaint. All I was told was, that I had won my suit. My complaint has nothing to do with indigo.

SRI BHOBOTARUN JOARDAR, Inhabitant of Tarai, Thannah Hardi, Zillah Nuddea, Bamundi Concern; Examined on oath.

Sri Bhobotarun Joardar.

2886. *President.*] HAVE you sown any indigo this year?—This year, in the month of *Aswin* and *Kartik*, the factory people made me sow indigo, *i. e.*, they sent for my servants, five in number, and two pairs of bullocks, and made them sow seven beegahs and a half. I had nobody to complain to. Mr. Tripp is judge, magistrate, collector, and everything.

2887. Did you never receive any advances from the factory?—No, I never did. I can't say what they have written in the books, because the pen and ink and paper all belong to them. Last year I delivered 10 or 11 bundles of plant to the factory. My grandfather sowed for the factory. My grandfather used to sow willingly. In those days they used to get cash, but since the factory has had *ijaras* and *putnis* we get nothing.

2888. Mr. *Temple.*] Did your father sow indigo willingly?—I never saw my father sow at all. I have myself sown for 10 or 12 years.

2889. In the first year of those 10 did you get no advances?—I was laid hold of and taken to the factory, and told, as I was a well-to-do man, I must sow. The factory had then got the *patni*. It had the lease previously. It was in the Bengali year 1258. I did not get any cash advances. They simply told me to sow.

2890. Then the first year, when you took your plant to the factory, did you get nothing?—Not a thing.

2891. *President.*] Have you anything else to relate?—Yes, there is a talook of 61 rupees entered in the name of my eldest brother. The collections from this are about 150 rupees. The

Sahib.]

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Sahib wanted a *putni* from me of this talook, which I refused to give. He then wished me to give him an *ijara*, and on my refusing in the month of *Posh* or *Magh* in 1264, I was taken to the godown of the factory, and kept there till I gave the leases of the talook. I was only kept a day in the godown. The factory *amla* then took me to their lodgings. I was altogether three days there. Also I had an uncle named Kisto Mohun, who was imprisoned at Salgurmudia, and seeing that I was of the same family, they took me and several others. I was kept 22 days in the godown. They took from me 150 rupees. I had this money, and I paid it without borrowing. This took place in 1266, or last year. It was no use complaining about it. Now, being in extremity, I have come to complain.

2892. Mr. *Sale.*] In the godown of what factory were you confined?—Salgurmudia Factory. Not in the cake godown, but in Mr. Kenny's guard-room. Also on my ancestral holding I have some bamboos and mangoe trees, and these have been cut down for the Bamundi Factory, and I never got a price for it. Also, with regard to indigo land, when a good shower falls in *Chaitro*, they make me sow my indigo land first; and if there is any more indigo land remaining unploughed, they take my ploughs to cultivate it, and then they take them to cultivate the factory *nij*. After that, if we go to cultivate our rice lands, they call upon us to put the *bida* through the indigo land; and after that we are required to weed. After that there comes the cutting. I have no cart, and therefore I have no trouble about the carting, but on the whole we are called upon to think of nothing else but indigo. Also I have been accused of instigating ryots not to sow indigo, and I was once summoned on that account.

Sir Bhobotarun. Joardar. 9 July 1860.

[Commission adjourned at 6 P. M.

Tuesday, 10*th July* 1860.

PRESENT:

W. S. SETON-KARR, C. S., President.

Members: R. Temple, Esq., C. S., W. F. Fergusson, Esq., Reverend J. Sale, Baboo Chunder Mohun Chatterjee.

JAMES FORLONG, Esq., of Nischindipore Factory; Examined on oath.

2893. *President.*] WILL you state to the Commission the districts and concerns in which you have had experience as an indigo planter?—I have been in Kishnagur since February 1830, and have had charge of the largest indigo properties in the district, such, for instance, as Mulnath, Katgarra, Khalbolia, and Nischindipore, &c.

2894. Do you wish to file your reply to the Circular of the Commission as part of your evidence?—Yes. (*Answer filed.*)

2895. Mr. *Fergusson.*] How many factories have you under you?—Thirty-two factories in five concerns, viz., Nischindipore, Katchikatta, Hurra, Sunada, and Nundunpore. In the above five concerns there are 67,000 beegahs, of which 55,000 are *ryotti* and 12,000 *nij-abad*. The only portion of the above under my own immediate management is the Nischindipore Factory, the cultivation of which is 3,400 beegahs of *ryotti*, and about 1,000 of *nij-abad*. In the *ilaka* villages there are about 53,000 beegahs of indigo cultivation, and in the *be-ilaka* 14,000. The whole of the above 55,000 beegahs of *ryotti* cultivation is represented by current balances, amounting to 1,19,000 rupees. The closed balances, not brought forward against ryots, amount to 3,24,000 rupees; altogether 4,43,000 rupees. The annual rental of the whole *ilaka* villages amount to 2,43,000 rupees.

2896. Have you separate managers for the different concerns, such as Katchikatta, Hurra, and so forth, and do you leave to them the management under your general superintendence, or how?—Yes, there are separate managers for each property, who conduct the duties entirely according to their own judgment, and the responsibility rests with them for doing so. General reports are sent to me; but with the managing details of so large a property it is quite impossible that I or any man could interfere.

J. Forlong, Esq. 10 July 1860.

2897. With reference to the questions that were asked yesterday, regarding suits brought by the Beerpore Factory for breach of contract, did you give any instructions for these suits being instituted, or were you aware of this having been done?—Since the new Act XI. of 1860 was passed, I have given general orders to the managers under me, to carry on cases of breach of contract, wherever it might be necessary, but in no case to do so harshly, or where in any way it could be avoided. Messrs. Hills, Newcomen, Smith, Taylor, and Saubolle have carried on such cases, to the extent, I should suppose, of between one and two thousand. In no case have I interfered or given any instructions whatever as to their prosecution, all those gentlemen being left entirely to themselves, to conduct their cases as they thought proper.

2898. Then it is not true that Mr. Saubolle objected to institute these suits, and you ordered him to do so?—I heard with astonishment yesterday the statement of the magistrate of this district, to the effect that he had been informed by a third party that I had ordered Mr. Saubolle to prosecute a case which he had refused to do. In reply to such a statement I can only say, that a more idle falsehood was never created by a malicious mind, or given utterance to by a gossiping tongue, and I am utterly at a loss to know why Mr. Herschel should have adopted such a statement to my prejudice so hastily.

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J. Forlong, Esq.

10 July 1860.

2899. *President.*] Do you prefer what is commonly called *ilaka* to *be-ilaka* cultivation, as giving you more security for your cultivation?—Unquestionably so; for the reasons generally stated before this Commission, as less liable to interruption. As matters have existed during the largest portion of the years that I have been in Kishnagur, the authority of the zemindar seemed to me to be the only authority possessing any practical character whatever, as to rights over the people.

2900. Can you state if the Nischindipore concern had great difficulty in procuring the *putni* of 87 villages, and the lease of the 37 held by it?—The largest portion of the *putni* belonging to the Nischindipore concern was formerly the property of Raja Kissennath Rai of Moorshedabad. I think in 1836 the magistrate of this district, then Mr. G. L. Martin, from some unguarded observations he had made to the ryots, as to their not cultivating indigo, unless they chose to do so, produced in this district, at that time, on a smaller scale, much the same state of things as exists now. Raja Kissennath Rai, presuming on this, stopped Messrs. Hills, White, & Co.'s cultivation in the whole of his large zemindary, which made it necessary for Messrs. Hills, White, & Co. to come forward and buy the property at any price. They did so, when all obstruction to the cultivation of indigo in that property ceased; and Mr. Martin suddenly altering his policy, the district was in a short space of time restored to its usual tranquil state. I don't think the price was exorbitant, but I can't say precisely what it was, because, in addition to the price, a very considerable sum was paid to the people of the raja to facilitate the business.

2901. Mr. *Temple.*] Could you state exactly how Mr. Martin's policy changed?—I think the Government expressed its strong disapprobation to Mr. Martin for having produced such a state of things in this usually quiet district; and after this, instead of encouraging the ryots to come to him with petitions, he discouraged them, and in one day summarily dismissed three or four hundred of them, telling them to go and attend to their business as usual, as he would no longer attend to their frivolous complaints.

2902. *President.*] Can you state whether any difficulties were experienced in procuring the other *putnis* and leases?—None whatever, except the usual difficulty as to meeting the terms the zemindars thought themselves warranted in exacting. While I have been in this district, I have never yet found a zemindar hesitate in handing over his ryots to the planter as soon as his terms were complied with.

2903. Can you state whether the rent demanded was, in any case, more than would have been fairly realised by the factory from the ryots?—In some cases very considerably so. The *jumma* on the last *ijara* which I was obliged to take, of any consequence, was 12,000 rupees, and the loss upon it 1,500 rupees a year, independent of between seven and eight thousand rupees given in *salami*. This was in the Nischindipore concern.

2904. Was no attempt made to enhance the rent of the ryots, so as to cover the deficiency?—There has been no enhancement of the ryots' rents. We have still the yearly loss of 1,500 rupees. My reason for taking this *ijara* was, that the villages belonged to four or five brothers, to one of whom a small share belonged, which I purchased. and when I endeavoured to take possession of it, the other brothers brought forward a deed, making over the share to them, antedating it to the sale of it to me; and as the ryots sided with the brothers opposed to the factory, great difficulties arose in taking possession of the share I had purchased. As the case went on, however, and as the deed produced by the brothers was not a registered one, and mine was, they, fearing a charge which I had threatened to bring against them for forgery, proposed to make the whole property over to me in farm or lease for 12 years, on the condition that I should give up the share I had bought to them; a proposal which I accepted, with the consent of the shareholder who sold his share to me.

2905. Baboo *C. M. Chatterjee.*] Knowing, as you did, that the property was a joint, undivided estate, what made you purchase a share?—I had nothing whatever to do with their family quarrels. The brothers had come forward and unscrupulously put a stop to the factory cultivation in their villages, when one member of the family came forward and offered me the share of the property to which he was entitled, which I unhesitatingly accepted, to enable me to carry on the factory business as usual.

2906. Did you not know that you could not have taken possession of such a share unless a legal partition were made, which would have taken years to accomplish?—I certainly did not, and this plea was not brought forward. In fact, the deed to which I have above referred settles this question, for if the brother had no right to sell it to me, he had no right to sell it to others.

2907. Will you state the circumstances, in full or in particular, of your taking *putni* of a zemindary for 80,000 rupees for the Katgarra concern?—Yes, I remember the circumstance well. The *putni* I bought from Baboo Joy Chunder Pal Chowdari for 80,000 rupees. There was a loss upon the *jumma* at the time of between four and five thousand rupees, but in some mitigation of the excess of price paid for the *putni*, Baboo Joy Chunder Pal Chowdari bought a four-annas share in the Katgarra concern at the same time, for which he paid the proprietors at a rate equally costly.

2908. If there were no loss on the *jumma*, do you not think 80,000 rupees price for that property would be a moderate one?—Unquestionably. I don't think the price paid was beyond three years' rental. Now, the same property could be sold for certainly twice that sum. *Putnis* have risen latterly in many places in Kishnaghur nearly 200 per cent.

2909. Mr. *Temple.*] Have you not at this time a heavy case pending regarding the tenure of a large estate; and if so, will you particularise it?—Yes; the property referred to formerly belonged to Baboo Ram Ruttun Roy of Jessore. A certain party, not on good terms with the Baboo, employed an agent secretly to make a purchase of the property for him, which he did, and endeavoured to take possession of the same. The baboo disclaimed the transaction, and sold the property to Mr. Hills. Mr. Hills held possession of it, and after many years' litigation in one form or another, Mr. Hills' title was confirmed by Mr. Littledale, the Civil and Sessions Judge of Kishnaghur, I think about the end of last December. The case is now appealed to the Sudder.

2910. Have you found that these extensive acquisitions of tenures have inclined the zemindary class to oppose you; and can you mention any

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any particular zemindar or zemindars from whom, at this moment, you apprehend opposition, either by their instigating ryots, or by other means?—I cannot say that the acquisitions referred to have produced any hostility on the part of the zemindars around me; in my neighbourhood there is only one influential zemindar, Pran Kisto Pal, who has been in the habit of acting not in a friendly way to the factory. There are numberless small talookdars, who have, in common with Pran Kisto Pal, very strong *mahajani* interest to promote, opposed to the interest of the factory; and such men, relying upon the tales which have been industriously circulated, as to the desire of the Government to put a stop to indigo planting, have done all in their power to induce the ryots not to sow indigo, and to sow a large breadth of rice cultivation.

2911. *President.*] Within your general experience has the difficulty with the zemindars been a specific dislike on their part to indigo as a cultivation, or an unwillingness to surrender their authority and influence over the ryots, or a mere haggling about the price or the terms most suitable to themselves?—My experience tells me that the zemindars never take into a moment's consideration whether the ryots have to cultivate indigo or any other crop; the only difficulty I have ever met with is, to think whether I could possibly afford the terms demanded by the zemindars, to enable me to carry on my cultivation.

2912. Mr. *Temple.*] Have you found that the zemindars, as a class, highly value a predominance in the proprietorship of the land, and desire to restrain any other class, who, by largely acquiring tenures, may interfere with that predominance?—Native gentlemen of wealth greatly value zemindaries, as they add much to their rank and authority in society. I am not aware that they show any particular hostility to any one hitherto unconnected with the landed interest buying such property in Bengal; but in Kishnagur, as such a very large portion of the landed property in the district has got into the hands of European landlords, I do think that a great degree of jealousy has arisen towards those parties.

2913. Do you find that this jealousy induces the zemindars, as a class, to indirectly oppose you, or to instigate the ryots against you?—I certainly think that it has very much tended to promote this feeling.

2914. Do you find that in estates, of which you acquired the proprietorship, either for a time or for ever, the former zemindars or their families still continue to possess or exert any influence over the ryots?—As a rule, I have not observed this influence till recently, for, till lately, I have never had I may say difficulties of any consequence with ryots, as I have always seen them cheerful and contented, especially in the *ilaka* villages, it being the interest of the factory to allow the ryot to sit, as regards his land, at as easy a rate as possible. In the Nischindipore concern, in most of the *putnis*, the ryots have the very best land in Bengal at the rate of three beegahs for the rupee; the same land in Hooghly or Burdwan would let at *Rs.* 1. 4 and *Rs.* 1. 8 a beegah; recently, when the difficulties arose, I found that the proprietors of the villages held in *ijara* had influence which I thought they could not have possessed. In the villages of which I have the permanent proprietorship I have seen nothing of the kind.

2915. Do you think that the ryots on your estate have a feeling for the old proprietors, such as that which was openly manifested in some districts of the North West during the disturbances of 1857?—Not in any great degree; most of the families connected with Kishnagur are not very old families, and have no particular hold over the feelings of the ryots.

J. Forlong, Esq.

10 July 1860.

2916. In reference to those zemindars who have recently opposed you on *ijara* estates, what do you suppose induced them to do so?—A restless, vague feeling had got abroad among the ryots that the Government was opposed to indigo planting; and the ryots fell back either upon the zemindars or any one else who chose to keep this tale in countenance. Their doing so restored, in a certain degree, their previous influence, by which it was their object to make me pay a consideration for settling matters with the ryots.

2917. Do you suppose that the zemindars ever grant or receive a lease not so much for the sake of the profit, but for the sake of avoiding disputes or affrays with the factory?—I have never seen a zemindar give a property to a planter, either in *putni* or *ijara*, without exacting the largest possible rental and the largest possible price. I think the sole reason for the zemindar parting with his property is generally with a view to profit.

2918. With reference to the opposition of Pran Kisto Pal, is there not a dispute of old standing between him and your concern, which might, independent of the reason you assign in your previous answer, incline him to oppose you?—There was a quarrel many years ago between Pran Kisto Pal and Mr. Hills. I don't think any bad feeling exists now, arising from that cause, on the part of the Baboo. He and I are very good friends; and the great cause for his being in any way unfriendly to the factory is, that he has large *mahajani* interests, which are opposed to those of the factory.

2919. Mr. *Fergusson.*] Have you ever received any assistance from any of the Government officials in obtaining *putnis* and *ijaras*?—No, I have never done so, though I received in every instance both friendly advice and any aid from a magistrate that his official position warranted him in giving.

2920. Mr. *Temple.*] To what cause do you attribute the existing difficulties in the Katchikatta concern?—What caused the difficulties in that concern was exactly the same as created the difficulties connected with indigo planting throughout the Kishnagur district.

2921. Have no difficulties arisen in consequence of the individual influence of the man named Mohesh Chatterjee; and if so, what is the cause of that individual's hostility to the concern?—Very serious difficulties have arisen in the Katchikatta concern through the influence of Mohesh Chatterjee, but they only began in the beginning of last March, when the whole district was rapidly getting into a disturbed state. At any other time, Mohesh Chatterjee's hostility would have been of no consequence. Mohesh Chatterjee had formerly been a servant of the factory, and had been discharged for misconduct, and entertained a bitter feeling of hostility to the *naib*, who had replaced him in the management of Katchikatta. His influence has proceeded from certain landed property he has in the neighbourhood, and also from his having long been a *naib* of Baboo Ram Rutton Roy, the great Jessor zemindar, which gave him much influence.

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J. Forlong, Esq.
10 July 1860.

2922. Do you apprehend any special opposition from zemindars or other individuals in the Nundunpore, Hurra, and Sunada concerns?—No; none more than I have had since the beginning of these difficulties.

2923. Is the cultivation of those chiefly on your own property, or on the estates of others?—In Nundunpore and Sunada, chiefly on my own estates; in Hurra, chiefly *be-ilaka*, and in that concern, there is most serious trouble.

2924. In the Hurra concern are there any opposing zemindars, and can you name them?—Yes, there are two talookdars, one named Baboo Ram Nidhi Chatterjee, the other Nobo Kisto Pal, who have shown great hostility to the factory. Since the season began they have been giving the ryots bad advice.

2925. Can you state very briefly the causes of their hostility?—In the case of the former, it is entirely owing to the factory interests interfering with the *mahajuni* interests. In the case of the latter, he was the individual with whom the factory had been in litigation for the large *putni* property alluded to in a former answer. In neither case do I suppose these parties to have any sympathy with the ryots, beyond what directly refers to their own interests.

2926. Will it be necessary in these two cases to conciliate their opposition, to induce the ryots to sow?—Unquestionably, if indigo is again to be sown on their properties.

2927. Mr. *Sale.*] You mentioned, as a principal reason for preferring *ilaka* cultivation, that the zemindary authority was the only one possessing any practical character; do you suppose that the zemindars appreciate this practical authority, or is there any reason why this authority is of great value to a planter, when it is not so to a zemindar?—I do think the zemindars appreciate this authority, and they know full well its value, for they never cede it to others without receiving a very large consideration for doing so.

2928. Mr. *Fergusson.*] Do I understand that it has been felt that there was little power to enforce rights by appeal to Courts, and that therefore it was necessary to have this feudal power?—Yes; you understand me quite correctly on this point. There was no law to protect the planter in case of breaches of contract on the part of the ryot; and in *be-ilaka* villages there was constant and capricious interference between the planters and the ryots, to whom he had given large advances, which made it necessary for the planter to secure some zemindary influence, to enable him to exercise a proper control over the ryots.

2929. *President.*] But if you could be sure that your cultivation, in villages not held by the concern, were not liable to interference either from the zemindars, the middle men, or the police, would you be as satisfied with this cultivation as with that in villages of your own?—Of course I would; it would save a large sacrifice of money, and I should be able to spend a larger sum on the ryots. It is only the constant sense of insecurity that forces a planter to purchase zemindary rights. I have often told ryots in disputes with their zemindars to remain neutral, for, the moment the zemindar's terms were agreed to by me, he would to a certainty hand them over to me as their landlord; and I have told them that, after having made large payments to their zemindars for doing so, it would not be in my power to be so liberal with them as I otherwise would have been. To which they replied, they could not go against the zemindar.

2930. Then are we to understand that the practice of buying *putnis* and taking leases is comparatively of late introduction?—It has always existed; but the necessity has increased of late, because many important interests have sprung up, competing with the planters, which did not exist formerly.

2931. Mr. *Sale.*] Do you acknowledge the correctness of the term "feudal," as applied to the rights of the Bengal zemindar?—I think the term not inappropriate.

2932. *President.*] Will you favour the Commission, as fully as you can, with your opinion as to the cause and origin of the dislike evinced by ryots to indigo during the past season?—What first unhinged the relations between the planters and the ryots was, unquestionably, Act X. of 1859, which came into operation about a twelvemonth ago, as the Act struck directly at the root of all authority possessed by the planters as landholders. The effect of the Act was industriously propagated among the ryots by *mooktyars* and others; then followed the Baraset *purwana*, which in its turn was followed by some correspondence given to the public by the Bengal Government, and which was thought to show a strong feeling in favour of the ryot, and hostile to the planter. Presuming upon this, a system of agitation against the planters was immediately organised, countenanced openly by many influential men in Calcutta, and also by the missionaries in the Kishnagur district. Emissaries swarmed through the district, giving bad advice to the ryots; and unfortunately when the system of agitation began, Mr. Cockerell, a most efficient and able officer, who had had charge of the district, was removed to another appointment, and the district was left for one or two months in charge of Mr. Tottenham, whose youth and inexperience quite unfitted him for so important a situation. Mr. Drummond followed Mr. Tottenham, an officer in every way qualified for the post; but he had scarcely got acquainted with his work when he was suddenly removed, and Mr. Herschel appointed as magistrate—an act which was thought on the part of the Government to indicate still further hostility towards the planters' interests, and which gave great additional force to the mischievous schemes then in operation to the planters' prejudice. An experienced magistrate might have saved all we have of late been suffering from, but three magistrates, when the district was passing through so dangerous a crisis, only heaped confusion upon confusion. Jessore was only saved from a fate worse than Kishnagur from the fact of its having an able and experienced judge and two magistrates, one of whom especially had been long in the district, and who had the reputation of being one of the best magistrates in Bengal. Kishnagur, on the contrary, had neither a judge nor even for a time a collector. The planting system is less liberal in Jessore than in Kishnagur, and it is well known that the materials for serious troubles exist in a far greater degree in the former district than in the latter.

2933. Then it is your decided opinion, that the effect of Act X., and especially of Section XI., which withdraws from the zemindars the power of summoning their tenants for the adjustment of their rents, has already begun practically to operate, and to make the ryots feel that they are

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are now in a different position?—In districts remote from Calcutta the effect of this section probably has not yet been felt; but in Kishnagur and other districts nearer Calcutta the effect has been very serious; and should it remain permanently a portion of the Act, I can only see certain ruin to all the smaller class of talookdars throughout Bengal. This class of talookdars never had the means of seriously abusing the power of the law, as it formerly stood, though I believe the power was very harshly used, in many instances, by the larger class of talookdars, and, I believe, will still continue to be so.

2934. Have you, as a zemindar, been deterred from sending your men into any villages, for the purpose of calling upon the ryots to pay your rents, or have you found that the ryots sheltered themselves under its provisions, so as to withhold your just dues from you?—I have not been deterred from sending people into the villages as usual; but I have found far greater difficulty in collecting rents this year in a property which has a rental equal to a lakh of rupees, whereas last year there were 8,000 rupees of outstanding debts, and this year there were 15,000 rupees at the close of the season. I attribute this mainly to that clause.

2935. Mr. *Fergusson.*] Has the general tenor of the law only yet become known, or do you think the ryots are acquainted with the particular provisions of it?—I think the general tenor of the law in districts near Calcutta has become very widely known, and the ryots fully understand the provisions of it in every respect in making them independent of the zemindar.

2936. Mr. *Sale.*] Do you think that the ryots have a correct knowledge of the provisions of the Act, or have they a general impression that an Act has been passed as favouring them against the zemindars?—I think there is a general impression, on the part of the ryots, that the Government had passed this law with a view especially to favour them, from a belief that the authority of zemindars had been exercised towards them in an oppressive manner.

2937. Mr. *Fergusson.*] Will not the provisions of this law entitle a law for the recovery of rent, ultimately, and actually change all the rights of property in Bengal?—I think if the law stands for any length of time, such as it now does, it will seriously interfere with landed property in Bengal. If the spirit of the law is carried through, as the law now stands, it would make a zemindar in a few years hence a little more than an annuitant on his own property.

2938. Then do you think that the effect of the law will be to transfer the land in Bengal to peasant proprietors?—Unquestionably.

2939. *President.*] Are you aware that several officers, of great revenue experience, hold the opinion that the law, putting aside Section XI., does not originate any fundamental changes in property, but merely gives strength, solidity, and permanence to the rights of tenant proprietors, which, previous to that law, were constantly liable to be obliterated or overborne by violence; do you agree with that opinion?—I am aware that such opinions have been expressed by one or two officers of great experience in these matters, but such opinions are quite opposed to any practical experience that I have had, and also to that of any native gentlemen whom I have consulted on the subject.

2940. Mr. *Fergusson.*] Are not these opinions contrary to the permanent settlement of 1793, and to nearly all subsequent legislation in Bengal Proper since?—Unquestionably they are so, and I don't think that in any country in the world but Bengal such an unwarrantable liberty would have been taken by the Government in interfering with the relations which have so long existed, under the fullest sanction of the Government, between the landlord and the tenant. If the law formerly had been found to be ineffective in the way of affording protection to the ryot, it was the duty of the Government to have made it more effective, and not to upset by one summary Act rights that had been so long respected.

2941. *President.*] As planter or zemindar, had you never occasion to purchase *jotes* or *jummas* from the ryots?—I have very rarely done so.

2942. If the factory found it necessary to purchase a *jumma* in only one instance, would not this one fact imply that there was such a thing as tenant proprietorship in Lower Bengal capable of sale or transfer, and needing only a proper degree of energy and spirit on the part of the tenant to preserve it?—Yes, there are various tenures in every zemindary, such as *jotes*, *gantis*, *koljunas*, which belong to the parties who hold them under the zemindar, and which have a market value.

2943. Mr. *Temple.*] If the power of summoning the ryots was abused by the larger zemindars, how could that abuse be prevented otherwise than by Section XI. of Act XI.?—I can see no good reason why all should be wronged for the faults of the few who abused the power; and it was the business of the Government to have found some more energetic way of administering the law, so as to prevent the abuse in question.

2944. Has not the zemindar, after the passing of this section, the same powers of enforcing payment of rent as other parties have of enforcing contracts, and might not these suffice?—He has; but such powers, exercised over a needy tenantry, and for the receipt of very small sums, are of little value. The process of distraint to collect sums, probably among hundreds of ryots, for two or three rupees from each, would almost be as expensive as the amount of the money to be recovered.

2945. Mr. *Fergusson.*] Is not the zemindar's property sold if the Government rent is not paid on a fixed day; and was not the extensive penalty to which the zemindar was exposed the reason for giving these powers?—Yes, the zemindar is certain to have his property sold by Government unless the rent is paid up at the very hour in which it is legally due, and without some summary means of collecting his rents from his tenants, it is quite impossible, unless he is a man of considerable wealth, to meet the revenue which falls due to the State.

2946. Mr. *Sale.*] Then you do not think that the increased facilities for selling the property of the ryot on every failure to pay rent, or in default of paying one instalment, is sufficient assistance to the zemindar in collecting his rents?—No, I certainly do not; and more especially hitherto in this district, where the duties of collector have doubled. In fact, we have scarcely had a collector at all. The duties of the collectorate in such a district as this would occupy the time of one of the ablest men from morning to night; whereas the present collector, who is also

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J. Forlong, Esq.

10 July 1860.

our magistrate, can only spare a very small portion of his time to the duties of the collector's office.

2947. Besides Section XI. of Act X., what other portion of Act X. do you refer to as respecting long-acknowledged rights?—The section giving rights to ryots, after certain periods of occupancy, to continue the same permanently without reference to the zemindar.

2948. Do you not think that Section XVII., in which three distinct grounds on which the rent of the ryot may be raised are given, sufficiently guards the interest of the zemindar?—I don't think the clause sufficiently protective to the zemindar.

2949. *President.*] Do you think that the *parwanna* you alluded to, as issuing from the district of Baraset, could have created such a strong dislike to indigo in the minds of the ryots, had not that cultivation been otherwise unpopular, unprofitable, or irksome?—A slight expression of opinion on the part of any one in authority sways the opinion of the masses in a great degree. About 26 years ago a similar expression of opinion by a magistrate of the Kishnagur district produced nearly a similar result. As to indigo cultivation being unpopular, there has, no doubt, been a general belief as to the fact by the public; but for myself, as far as regards seeing ryots generally contented, orderly, and cheerful, and on more than one occasion sowing indigo for me, even in opposition to the will of the zemindar, I have had no reason to conclude that it is a crop unpopular with them. I think that a ryot, who gives his attention to an indigo crop, will make such a crop more profitable than a rice crop was before the great and sudden rise took place in the price of that article, three or four years ago. Since then the indigo crop does not bear a fair relative value to a rice crop, and a change in the system must be made to make the ryot understand that growing an indigo crop is as profitable to him as growing a rice crop.

2950. Mr. *Temple.*] If the price of rice had not risen, and if the ryots had been as contented with indigo as before that rise, would the Baraset *parwanna* have had that effect, as it did have?—No, I certainly do not think it would have had a like effect.

2951. Baboo *C. M. Chatterjee.*] Was it not long before the Baraset *parwanna* was issued that the ryots of Hanskali and Govindpore quarrelled with the planter and stopped the cultivation of indigo?—I believe those ryots did quarrel with the planter, but I imagine that, under any circumstances, they would have done so, for I believe they were acting under the orders of an agency altogether opposed to the factory.

2952. Are you not aware that a disposition to resist the cultivation of indigo has been existing in this district for upwards of two years?—No, I am not aware that such a feeling was in any way shown till last September. Three years ago, during the height of the mutiny, and when the country seemed agitated throughout, I never saw the ryots more respectful. In Calcutta, people seemed to live in daily fear of some serious mischief occurring to them, whereas in Kishnagur the planters lived without a thought of danger; and I know at Nischindipore I never had a loaded gun in the house, nor even an additional chowkidar.

2953. Mr. *Fergusson.*] Was it not the case that Mr. White, the proprietor of the concern, lost the lease of Hanskali Govindpore; and that the ryots, availing themselves of the circumstance, refused to sow, and thus left Mr. White to the delay of the Civil Court to recover the balances due to him; and is not this a frequent practice of ryots under similar circumstances?—Yes, I believe Mr. White was placed in the circumstances which you describe, and the practice to which you refer is very common among ryots.

2954. *President.*] Will you state in what particular way, or by what distinct acts, you consider the missionaries to have increased the dislike of the ryots to indigo cultivation?—As regards my two immediate neighbours, Mr. Schurr and Mr. Lincke, I cannot point out any distinct acts of their having tampered with the ryots; but though I am unable to do this, from the general belief expressed by the people in the neighbourhood, as to their having done so, I cannot help concluding that such has been the case. Mr. Bomwetsch, of Santipore, on the contrary, has openly preached a crusade against indigo planting and planters, and fomented a bad feeling on the part of the ryots towards the planters in every way in his power. I am aware that Mr. Bomwetsch has denied having done so, but that gentleman's memory must be rather treacherous. His letters in *The Indian Field* are quite sufficient to prove such to have been the case. In one letter particularly, he informs the ryots that they had got quit of a Governor of Bengal who was corrupt, and favoured the planters from corrupt motives, whereas now they had got a Governor who was, he said, the incarnation of justice, and would give them anything they asked for, if that was, as he led them to believe, at the expense of the planter. I could bring men also to prove that they had been at Santipore, and that Mr. Bomwetsch was in the constant habit of tampering with the ryots, and sending them to complain to the Lieutenant Governor. The ryots also going constantly to Calcutta, and making petitions to the Lieutenant Governor, without following the usual course, through the local authorities, greatly upset the respect due to them, and prevented their exercising their influence as beneficially as they otherwise would have done.

2955. Mr. *Fergusson.*] Have you not verbally and in writing requested the missionaries, your neighbours, to bring to your notice any acts of oppression that they might hear of, and to point out to you anything they thought might be remedied; have they ever done so?—Prior to 1856, my missionary neighbours and myself were on most intimate terms, when a discussion arose on the subject of indigo planting, which for a time put a stop to our friendly relations. When Mr. Halliday, however, visited the district on the 3d January 1858, I wrote to Mr. Schurr, begging him to come and meet the Lieutenant Governor, and let any unfriendly feeling be forgotten. He did so, and in a day or so I wrote him asking him to bring instantly to my notice any act of misconduct or oppression that might come under his observation, on the part of any of the factory servants. From that time to the present neither he nor Mr. Lincke have brought one single such act to my notice.

2956. Mr. *Temple.*] With reference to your former answer regarding Mr. Bomwetsch's statement respecting the late Lieutenant Governor, the passage in question runs as follows: "When the people wanted to know whether the new Governor was like the old one, *i. e.*, whether he had

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had shared in indigo, and whether he was a friend to the planter, I positively answered in the negative." Does it not appear herefrom that Mr. Bomwetsch was not reporting his own opinion, but an opinion he had heard expressed by certain people?—The meaning which I attached to Mr. Bomwetsch's language undoubtedly is, that he did impute corrupt motives to Mr. Halliday.

2957. Mr. *Fergusson.*] and does not Mr. Bomwetsch in the concluding paragraph of that letter signed by himself, express a hope that the present Governor "would depart this country with the blessings of millions of alleviated sufferers following him, and not both the curses of the oppressed as well as the abuses of the oppressors alike, as in the case of the late Governor"?—Yes, that is the exact language of Mr. Bomwetsch's letter to which you refer.

2958. Mr. *Sale.*] But with reference to Mr. Schurr and Mr. Lincke, do you consider the general belief of the ryots sufficient to discredit their statements on oath, that they have not attempted to excite bad feelings in the minds of the ryots towards the planters?—I should be very sorry to think that either Mr. Schurr or Mr. Lincke could state anything which they believed to be untrue; but at the same time I think many conversations took place between these gentlemen and the ryots, to which the ryots attached a very different meaning to what these missionaries did.

2959. *President.*] Can you state the name of any emissaries who have come from Calcutta or any other district to stir up the ryots?—No, I am not acquainted with any of their names.

2960. Mr. *Temple.*] Is there any new practitioner in Damurhuda who practises on behalf of the ryots, and do you know who deputed that person?—Yes; there is one Narain Mookerjee, who was recently sent from Calcutta, I have heard, by the British Indian Association, but I don't know for certain; I know the man, and believe him to possess considerable talent; but he had by no means a high character previously, and now has the reputation of doing his utmost to keep up and foment mischief between the planters and the ryots.

2961. When in a previous answer, you remarked that emissaries swarmed over the country, to whom in particular or in general did you allude, and is your knowledge of that derived from ascertained facts or from common report?—My knowledge is derived from a general belief which existed around me, that there were emissaries in the villages in large numbers, and letters were dropt in the villages, appealing to the ryots to rise against the planters; one such letter I found, and forwarded it to the magistrate of Kishnagur.

2962. Did you never endeavour to trace out any of these people, and if so, were you successful; and did the ryots ever allege to you as an excuse that they had been misled by instigators?—Yes, I made frequent attempts but without success, and the police had the reputation of largely aiding such parties in what they were doing. Ryots have said to me that they were misled; and not many days ago, near the tent of Mr. Mackenzie, the deputy magistrate, I saw an old Mussulman ryot to whom I had been kind, and knew well; I asked him why he did not come to me, he replied, he had been ashamed to do so, because he and others had been led to act in the wrong way that they had done. I then asked him, why he could not come now, he replied, he could not do so, because there was a league formed against the factory; and that he and his fellows had kissed the Koran, and that one village could not settle without the other.

Mr. J. Forlong. 10 July 1860.

2963. When you said that the police instigated the ryots, did you mean the village watchmen or the regular police?—Both; though the former more actively and openly than the latter. I believe the Darogah of the Hardi Thanna did so to a great extent.

2964. Have you any reason to think that the police sympathise with the ryots, and if so, what led to such sympathy?—I have great reason for thinking so, and their reason for doing so is very obvious; and from all that I have seen of the Bengal police, their object has invariably been to create disputes and trouble in place of preventing the same.

2965. But the planters being strong and the ryots weak, why would the police, if corrupt, side with the weak?—If trouble did not take place between the planters and ryots, the police could have no portion of the planters' money.

2966. *President.*] The following changes in the system of indigo planting have been variously suggested to the Commission; will you favour us with your opinion as to the possibility of introducing them, as follows:

1st. That the planter should make the ryot a bid for his land; say, he would give from eight to ten rupees for a first-rate crop, four to six rupees for a middling crop, and not less than two rupees for any crop?—I do not conceive this scheme practicable; I cannot see how such a scheme would work successfully.

2d. That the planter should take fewer bundles for the rupee?—I think four bundles for the rupee, which is the present rate at Nischindipore, would satisfy the ryot; provided the bundles were fairly and liberally measured, or taken by weight, as the ryot may think proper.

3d. That the ryots be charged nothing for seed?—I think, under the present circumstances, that giving up the charge for seed is nothing but fair.

4th. That the factory should bear the expense of carting the plant?—I also think this alteration would be just.

5th. That when seed is given for the stumps, the ryot should sell it at the market price, the factory having the right of pre-emption?—I also think this a just right on the part of the ryot.

6th. That the bundles of indigo should be weighed instead of being measured?—I think 60 bundles for 1,000 cubic feet would be a fair rate both for the planter and for the ryot. I have no objection whatever to weighing if it be practicable.

7th. That the indigo beegah should be assimilated either to the Government or the local zemindary beegah?—I do not see the object of changing the indigo beegah, as it is of long standing, and the ryots very well know at what standard the land will be measured when they take their advances.

8th. That contracts shall only be for one year; that the regular squaring of accounts shall take place annually, and that ryots should not be allowed to fall heavily into balances?—I think that this is quite right; but my own intention is in future to make the contract of as simple a character as possible; to give each man a cash advance of two rupees a beegah, which his having

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Mr. *J. Forlong.* 10 July 1860.

for 12 months without interest, would at the lowest rate be equivalent to three rupees a beegah; that the above two rupees should be given to the ryot on condition of his cultivating, irrespective of all risk to him connected with the crop. That whether there is a crop or no crop at all, no portion of this money should be charged to him in any future account, thereby securing, under any circumstances, to the ryot a reasonable remuneration for his labour and for the rent of his land. Eight bundles per beegah would pay off the first advance; a ryot with ordinary luck and industry might very easily secure a crop of double this amount, and besides that, he would, in very many instances, realise a large return from indigo seed and cold weather crops. I may say, that in Nischindipore, the year before last, 541 ryots received about three rupees eight annas each for seed, out of 864 ryots. The above system would give the ryot a return of about four rupees or five rupees a beegah, exclusive of indigo seed.

I would also propose that with regard to the old balances whatever money might be due to the ryot on this account beyond the first advance of two rupees, only 25 per cent. should be deducted on account of any previous debt, and the balance given to the ryot in cash. I would also abolish the charge for stamp, the charge for seed, and the charge for carriage, throwing, really, the risk of a crop upon the factory, and leaving the chance of a very liberal return to the cultivator. My principal, Mr. Hills, has written to me from England fully supporting this scheme. Mr. Hills also was the first planter in this district who at once, more than 20 years ago, reduced the rate of bundles taken from the ryot, from 10 bundles to 4; and in many instances Mr. Hills has spent large sums of money in different times to support the ryots and enable them to get seed for their cold-weather crops. I remember one year Messrs. Hills, White & Co., when there was a high inundation, by which the ryots lost their rice crop, advanced about a lakh and 50,000 rupees to purchase paddy for the ryots, and grain to sow their cold-weather crops.

9th. That all contracts should be registered before qualified officials?—I should be very glad, in common, I believe, with many planters, to see the ryots' contracts registered, provided I saw any practical way of doing so. The ryot would take no trouble in such a matter, and he would think it a very irksome duty. If the difficulty could, however, be overcome, I would be very happy to see it so.

2967. Mr. *Temple.*] In order to allow the remuneration to the ryots which you have just mentioned, would you consider a law to punish criminally a wilful neglect on the part of the ryot to cultivate after receiving two rupees a beegah, necessary?—Yes, absolutely necessary. I think that unless the present summary law, or some such law, be rendered permanent, it will be impossible to embark further capital on indigo advances, and some of the capital now embarked must be withdrawn.

2968. Would you agree to abandon outstanding balances of every ryot who would engage to continue cultivation on the terms you have mentioned?—I am not prepared to advocate so great a concession in all cases, more especially as the ryots' contracts in future are only to exist for one year. I would not object to give up the old balance to a ryot, provided he entered into a contract for five years, and I was protected in the same contract by such a law as is now in force.

[Commission adjourned at 6 P.M.

Wednesday, 11th July 1860.

PRESENT.

W. S. SETON-KARR, Esq., C. S., President.

Members:—W. F. Fergusson, Esq., Baboo Chunder Mohun Chatterjee.

Mr. JAMES TISSENDIE, native of France, Manager of the Shikarpore Concern, Nuddea District, extending also to the Districts of Rajshahye Pubna, called in; and Examined on oath.

Mr. *J. Tissendie.* 11 July 1860.

2969. *President.*] WILL you state to the Commission the other concerns in which you have had experience as an indigo planter?—In Meergunge, in Jessore, and Paikidunga also, in the same district. In Furreedpore, Soorbundea concern, and Nasibshahye, also in Pubna in Nasibshahye; in Kishnagur in Katuli. And for the last 10 years I have been manager of Katchikatta. My experience extends over a period of 25 years, in both *ryotti* and *nij* cultivation.

2970. Do you wish your reply to the Commission's circular to be considered as evidence?—Yes.

2971. In your experience, have you found the zemindars hostile or favourable to indigo cultivation?—As a general rule they were not favourable to it; but I have found some very fair indeed.

2972. Have you had much difficulty in obtaining *putnis* and leases from zemindars; and if so, of what kind?—Some years ago there was very little difficulty in getting a *putni* or a lease, but of late it has become much more so, and the price demanded is greatly enhanced. For instance, the Shikarpore concern, for the sake of peace and quietness, had to take a *putni* from Baboo Ram

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Mr. J. Tissendier. 11 July 1860.

Ram Ruttun Roy, the *sudder jumma* of which was 7,500 rupees, where we never collected more than 5,000 rupees, and we had to pay 19,000 rupees as the price of it; besides which we had to pay up 10,000 rupees *bukya*, or arrears of rent, of which we shall receive little or nothing. This occurred a few months ago. The concern had had indigo cultivated in these villages before, besides *jummas*, some of which were of very long standing, or about 30 years old. It was within the last two years that the cultivation of indigo by the ryots has been interrupted, owing to the influence of the zemindars; for several years previously to that there had been disputes, but not with the ryots. I cannot recollect at this moment the precise facts with regard to any other case; but sometimes I have tried to obtain *ijarras* and *putnis*, and have not been successful.

2973. Mr. *Fergusson.*] Do you remember the disputes regarding the Gurgurria village, and did they occur in your time, or before you took charge?—They commenced before my time; when I took charge of Katchikatta, a settlement had been made with that concern, but not with Sinduri. Three people were killed in affrays, and afterwards the disputes continued with Sinduri up to the present time. Mr. Hills settled with Latafat Hossein by paying him 2,000 rupees cash, to secure his good will towards the cultivation of indigo.

2974. Is that village within the jurisdiction of the Jessore magistrate, and what distance is it from the station?—Most of the villages, where the disputes occurred, were in the Jessore district, though some were in that of Kishnagur. The Jessore station is distant about 50 miles.

2975. *President.*] Within your experience, have the difficulties with the zemindars been, that they disliked indigo cultivation, as injurious to the ryots, or that they objected to surrender their authority over their ryots, or that they merely looked upon the wish of the planter to get *putnis* or *ijaras*, as the means of making money?—The zemindars never had an objection to indigo as a cultivation, but they do not like the planters to support their ryots, because that interferes with their power, and in many instances they make the planters pay very dearly before they part with their property and rights.

2976. Then, in fact, the real point has been, whether the planter could afford to pay as much as the zemindar required?—Yes, that has been the main difficulty.

2977. Baboo *C. M. Chatterjee.*] But did you not generally find the zemindars averse to giving leases and *putnis* to the planters?—No. The fact is, the zemindar does not care much about the ryots, but he looks out for good terms in money.

2978. If a zemindar refuses to grant leases or *putnis* to a planter, are not affrays and breaches of the peace the general results?—Not if the ryots are on the side of the zemindar, but if they side with the planter, such are very likely to occur.

2979. Were there not affrays between Ram Ruttun Roy and the Shikarpore concern, on account of his refusing to grant leases?—No, that was not the cause; the origin of the quarrel was an attempt on his part to dispossess us of our *jummas*.

2980. Did he or did he not refuse to grant leases when first applied for?—I can't say, as it was before my time.

2981. Mr. *Fergusson.*] Can you state whether the zemindars of the Nuddea district are generally residents or non-residents on their estates?—Large zemindars, generally speaking, are not; most of the small ones are.

2982. Baboo *C. M. Chatterjee.*] During your experience, have you or have you not found that when the zemindars refuse to grant leases to the planters, the magistrate induces them to do so?—Such has never occurred during my experience.

2983. *President.*] In your *ilaka* villages have you experienced any difficulty this year in sowing and cultivating through your ryots?—No, I have had no difficulty whatever either in *ilaka* or *bei-laka* villages.

2984. Have you had occasion to institute suits for breaches of contract this year under the new Act, or any other suits, such as for damaging indigo and so forth?—No, I have not; the only two suits I instituted this year were against two policemen, one of the Hardi Thanna and one of the Kurreempore Thanna, who were trying to instigate my ryots not to sow indigo; these cases were dismissed. But some ryots from the Bamundi concern, who came over to one of my villages, and tried to make the ryots combine, were convicted and punished with six months' imprisonment, and 50 rupees fine. I now hear that these men have been released, by orders of the Government.

2985. Then are we to understand that you have had no difficulty this year with your ryots; that the factory has sown its usual amount of indigo; and that, with the exceptions above-mentioned, you have experienced no obstruction from the police?—The concern has sown its usual amount of sowings, with the exception of 3,000 beegahs only, and this was for want of rain, and these are scattered over 12 factories; there was no dispute about them. With the exceptions above mentioned, I have had no obstructions from the police. After my sowings were over, a *parwanna* issued by the Lieutenant Governor, when no discontent had previously existed, created considerable excitement, and convinced the ryots that Government wished to discourage the cultivation of indigo.

2986. Mr. *Fergusson.*] Have you had, or do you anticipate, any difficulty in obtaining coolies and carriage to complete the manufacture?—I had no difficulty whatever in making advances; but in one of my factories, the first day I wanted to work, some of the coolies under advance refused unless they were paid one, and, in some cases, two rupees, above their contract, because they heard that the Bamundi concern was paying dearer than what they had contracted with me for. Since then, there has been a great deal of excitement, but hitherto the work has gone on well.

2987. Have you this season increased the wages of your coolies and workpeople, and were the advances made at these increased rates?—Yes, from 20 to 25 per cent., and it was fully explained to the people that they were to receive wages at the enhanced rate.

2988. Baboo *C. M. Chatterjee.*] When these people refused to work without an enhanced rate, what did you do?—I told them that I would settle their accounts in the same proportion as the three factories around me paid.

2989. *President.*] From whom did you receive the *parwanna*, a copy of which you filed?—It was brought into my cutcherry at Guria by a Government police peon, with an official seal.

2990. Mr. *Fergusson.*] Do you anticipate any difficulty in your next October's sowings?—I do, because the ryots appear to be in an excited state, and under the impression that Government does

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Mr. J. Tissendic. 11 July 1860.

not wish them to sow indigo. If left to themselves, I believe they would sow as usual.

2991. *President.*] In the concerns you have had experience in, for what term of years has the contract generally been?—In almost all the concerns I have been, five years have been the usual term of contract. In some, though the contract was for five years, still it was renewed every year. In Shikarpore it is not renewed till the expiration of the five years, and the ryot is not charged with stamped paper, till when renewed.

2992. What is the object of renewing the contract yearly in those other concerns?—I suppose the custom originated with a desire to keep the contract always at five years.

2993. Can you say if contracts were so renewed with ryots in the *ilaka* as in the *be-ilaka* villages?—I believe they were in both.

2994. Were the contracts filled up at the time, or did the ryot merely affix his name to a blank stamped paper, or touch the pen while another man wrote his name?—Whenever I have taken *kabulyats*, they were either in a printed form, or the word "*kabulyat*" was on the top, on a blank-stamped payer. In Shikarpore, a printed form is generally used; when such was not used, it was impracticable to fill it up at the time.

2995. Was the amount of stamp two annas, or was it sufficient to cover the amount of balances which might be standing against the ryot?—Generally two annas, and sometimes two men's names were entered into one *kabulyat*, and they paid one anna each.

2996. Mr. *Fergusson.*] Are the *kabulyats* generally witnessed at the time?—Yes, they are.

2997. Are you able to get your *gomashta* and respectable factory people to witness these *kabulyats?*—No. No respectable native will witness them, in case he should be obliged to go before the courts.

2998. Then are you obliged to be satisfied with hangers-on about the factory, or any one you can get to witness these documents?—We generally use the factory *chowkidars*, *takidgirs*, and *amins*, or any one else of a low caste that may be available.

2999. Baboo *C. M. Chatterjee.*] Would a respectable *ummedwar* or candidate for the office of *mohurrir* or other similar situation, put his name as a witness to these *kabulyats?*—He might in some instances, but not in general.

3000. *President.*] Can you state how many ryots in the Shikarpore or Katchikatta concerns cleared their advances, and got *fazil* or excess money?—I only took charge of Shikarpore from this season, so am not prepared to answer that part of the question; as regards Katchikatta, in the Paikpara and Durgapore sub-divisions, almost all the ryots cleared their advances, and many received excess. In the Katchikatta division, the crop was not so good, and, consequently, a less number cleared their advances there.

3001. In the Katchikatta concern, had the majority of the cultivators been sowing for a long period of years?—I suppose the majority has sown since the factory has been established.

3002. Was it your practice to give fresh advances, supposing the old balances were not cleared?—There were scarcely any old balances in the concern, as almost yearly I used to write off the heavy balances which stood against the ryots, and generally gave them half the value of the plant they brought in in cash, whatever might be the value against them.

3003. Did you ever attempt to realize balances by civil suits?—Never.

3004. Considering the late dislike evinced to indigo in many parts of this district, do you wish to suggest any changes or improvements in the system, as between planters and ryots?—As I have already said, I think it necessary to increase the wages of all the servants and workmen of the factory, and also that the ryot should receive a higher rate of remuneration for the plant he delivers.

3005. Do you not think it advisable that the accounts should be yearly, and the accounts squared every year?—I think the contracts should be yearly ones. The accounts at present are settled yearly.

3006. Do you think the concern should bear any portion of the rent of the land, or charge nothing for seed, or buy seed from the ryot at the market price, when grown from the stumps?—In the event of a bad season, and when the ryot could not clear his advances, I would give him the whole of the rent; and as for the seed, I think it very immaterial, and it should be given free to the ryots. Regarding the buying of the seed, I am decidedly of opinion, that the ryots should get the market price for it from the factory.

3007. Mr. *Fergusson.*] Can you tell us what is the present price of seed for the October sowings?—At Mirzapore, 10 days ago, it was from 1 rupee 8 annas to 1 rupee 10 annas a maund, which would cost here two rupees.

3008. Have you, for the last three years, had to pay any high prices for indigo seed; I mean for spring sowings?—In 1857 and 1858, prices were very high, for both up-country and *desi* seed; I paid as much as 30 rupees a maund for up-country, and 40 rupees for *desi*.

3009. Have not these high prices for seed greatly increased the outlay of factories, and thus for the time diminished the power of the planter to increase his disbursements in other ways?—Undoubtedly. It has been one of the principal causes.

3010. Is it your opinion that the *parwannas* issued by Mr. Eden and the magistrate of this district, have had much effect in exciting the ryots and making them not sow indigo?—I believe they have been the foundation of all the mischief; until Mr. Eden's *parwanna* appeared, there was no refusal to sow.

3011. Baboo *C. M. Chatterjee.*] Do you not know that long before the *parwannas* were issued, the ryots of Hanskali Govindpore had quarrelled with the planter, and stopped the cultivation of indigo?—I never heard anything about it.

3012. *President.*] Do you think that it would have been possible for the *parwannas* of Government to have caused such a dislike to indigo, had not that cultivation previously been disliked and unpopular?—I believe it quite possible in itself, as I am not aware that indigo cultivation is unpopular, though of late the crops have failed, owing to bad seasons, which has discouraged the ryots. Notwithstanding which I am satisfied that but for those *parwannas*, things would have gone on as usual.

3013. Mr. *Fergusson.*] You have been a long time in Jessore, are the terms in that district more favourable than in Kishnagur to the ryots, or is the treatment of the planters different?—With regard to the treatment, I think they are very much alike, and so are the terms. In Jessore a larger

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larger proportion of the land is taken for indigo than in Kishnagur, it being better adapted for the purpose.

3014. Are the ryots of Jessore, generally, more or less peaceable than in Kishnagur?—Up to this year, I always considered the Jessore ryots much worse than those of Kishnagur.

3015. Are you of opinion that the difference of the executive management of the two districts is the cause of the different results as to indigo?—Decidedly. If Mr. Molony had been here, I am of opinion that everything would have been quiet, and if Mr. Herschel had been in Jessore, things would have been in much the same way there, as they are now in Kishnagur.

3016. Baboo *C. M. Chatterjee.*] Is it not a fact that ryots of several villages had put in petitions, stating their unwillingness to cultivate indigo, before Mr. Herschel came to this district and took charge of the magistracy, and that on such occasions 400 or 500 ryots daily besieged the magistrate's cutcherry; and since Mr. Herschel took charge, has he not discouraged the presenting of these petitions?—I heard that petitions had been presented more or less since October; but as to whether Mr. Herschel encouraged or discouraged their presentation, I can't say.

3017. *President.*] What means do you employ to check extortion on the part of your *amla*, and to give ready access to the ryots, when making their complaints?—Every rupee that is disbursed by the concern, is paid in my presence or that of my assistant; and that is the custom throughout Messrs. Watson & Co.'s concerns; I adopted the same system when I was at Katchikatta. With regard to petitions, I sit from 10 to 12 every morning, and from four to five every evening, (Sundays excepted) and every ryot has free access to me. I charge no institution fee; though we used to take one anna on every petition in the Meergunge concern, in order to check frivolous complaints.

3018. Baboo *C. M. Chatterjee.*] Does every planter adopt the same plan in making payments to the ryots, and hearing their petitions?—Generally so; but there may be exceptions.

3019. Mr. *Fergusson.*] Do you think it possible that the servants of Katchikatta could take such sums from the ryots, as have been stated in evidence?—Decidedly not; they must be exaggerated. They may have taken the usual *dusturi*, which the ryot will give whether you wish him or not; but there never could have been such extortions as those stated in evidence.

3020. *President.*] Do you wish to make any statement regarding the evidence of a ryot named Manniruddin, who deposed to sundry acts of oppression, said to have been practised upon him by the servants of the Katchikatta concern?—I certainly affirm that no such oppresion, as was stated before the Commission, could have happened without my knowledge. It is impossible for him to have been confined in a godown of the factory without my knowledge.

3021. Was there no truth about his quarrel with the *dewan*, *naib*, and *mohurrir*, about a case of abortion and abduction?—Not that I am aware. I have a distant recollection of complaints being made by a man, about the seduction of his wife, but don't think this man was connected with that case.

3022. In Shikarpore or Katchikatta, is the indigo beegah identical with the Government or local zemindary beegah?—The zemindary beegah varies very much. Our indigo beegah at Shikarpore is 80 *haths* of 20 inches. I can't recollect what it was at Katchikatta.

Mr. J. Tissendie. 11 July 1860.

3023. Do you think in most instances, the indigo beegah is greater than the zemindary beegah?—Yes.

3024. Mr. *Fergusson.*] During the time you were in charge of Katchikatta, was there much land cleared of jungle and brought into cultivation?—Not less than 40 or 50,000 beegahs were cleared and brought into cultivation during the 10 years I was at Katchikatta, through my giving assistance to the ryots, and also through my cultivating it first for *nij*, and then giving it to the ryots; several flourishing villages are now established on the lands. One of them named after Mr. Saubolle, is called "Saubollepore," another after Mr. Hills, is called "Hillnuggur," and so on with others.

3025. Out of that large extent of land cleared, what addition did you get to your indigo cultivation?—Scarcely any; when I joined the concern there were 17,500 beegahs of *ryotti* and *nij*, and when I left there were 18,300 beegahs.

3026. Then, has the value of the property and the number of the people greatly increased during that time?—It has increased so much in value, that instead of there being an annual loss of from 3,000 to 4,000 rupees, there is from 10,000 to 12,000 rupees profit, and the people are very numerous, where there used to be scarcely any.

3027. *President.*] Was the land cleared merely *patit* or waste and open land, or was it land covered with *benna*, *cossia*, *null*, or other jungle, or was it land all under water?—It was all jungle land, covered with *benna*, *cossia*, and *null*. It was the favourite hunting ground of the Nawab of Moorshedabad; I have seen 100 elephants in line, so late as 1851.

3028. Were you ever charged with a case of abduction in the courts of either Furreedpore or Dacca?—I was, about 12 years ago; and was fined 500 rupees by Mr. Swetenham, the Session Judge of Decca, as accessory after the fact, under the following circumstances:—Mr. E. Latour was then magistrate of the Furreedpore district, and in the first year that I took charge of the concern, Mr. Latour came prejudiced against the proprietors of the concern, Messrs. Hunter & Co., and declared that he would put down the oppression of that firm. Some months before he was appointed magistrate, I was put in charge of the concern, none of the former managers remaining. On his arrival, Mr. Latour received complaints agdinst Mr. John Driver, one of my assistants, for making roads and cutting down trees through a village; he tried the case, but could make nothing of it, as Mr. Driver held a *parwanna* from the former magistrate to make the road. This did not at all sweeten Mr. Latour's temper, and he did not disguise it; so on the most trivial complaint that went to him against the concern, all the *nahibs*, *tahsildars*, *gomashtahs*, *mohurrirs*, &c., were summoned, and I was obliged to keep up a double establishment. The indigo in the concern was sown, all but 35 beegahs, in a village called Gungarampore; these the ryots objected to sow, when they found out that the magistrate was against the concern, and had told them they might make any complaints they had to make, on plain paper. The assistant I had then went with ploughs, without my authority, to sow the land, when an affray took place. This assistant had private powers from Mr. Austin, one of the

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Mr. *J. Tussendic.*

11 July 1860.

the partners, who had just gone home, through whom I got the management of the concern, but I was not aware that he had given private powers to my assistant. In that affray three men were alleged to have been wounded, and I, as the manager, was tried, because Mr. Latour said, that it was not possible for such an affray to have taken place without my knowledge. The men who were wounded disappeared for a time, but were present when the case was tried. It was generally reported that they had been murdered, and I was accused of having hidden them, though I never saw them but on the day they were in court. None of the men said to have been abducted, even deposed to having ever seen me.

3029. You have stated that Mr. Latour came prejudiced against the concern; from where did he come, and what was the cause of his prejudice?—I believe he came from Malda, and he expressed his sentiments, that he would put Hunter & Co. down, and certainly, his acts as soon as ever he came into the district, showed that he was prejudiced. The best proof of this is, that whilst half the concern was in Pubna, and half in Furreedpore, not one case was brought against me in the Pubna district, while the Furreedpore portion was all up in arms.

3030. Since your residence in Kishnagur for the last 10 or 11 years, has any case been brought against you personally?—No, with one slight exception; about four or five years ago a complaint was made against me by a man (I don't recollect the name), to the effect that some lattials of the factory had stolen fowls from his boat by my orders. I do not remember exactly what became of the case, the man having complained solely because a *tahsildar* of mine would not allow him to take fowls out of a village, where he had made advances. The *tahsildar* and man made it up, and I never heard any more about the case.

3031. Baboo *C. M. Chatterjee.*] Are you aware that the ryots of some concerns are charged in their accounts for table expenses, lotteries, and bets, and for road making?—I know, as a zemindar myself, that if I travel through my estates, say for 20 miles, the ryots would, if I expressed the least wish, supply me with as many fowls and eggs as I wanted; I believe it is the custom throughout India, for the zemindar to get this *russud*. I have to add, that I have never taken it. I have never heard of ryots having to pay for lotteries, bets, or races, but I have heard of their paying for road making. I know that in Loknathpore, Goldar, Sinduri, and Caragoda, ryots had to pay two pice in the rupee, which was paid willingly, and very good roads were made. The concerns paid very large sums of money towards the making of these roads.

3032. I do not mean eatables supplied by the ryots; I mean a charge on the *jumma* to pay for these items?—I never heard of that; but it is likely that when a zemindar has been in the habit of receiving these things from the ryots, and he gives his property in *putni* or *ijara*, that he consolidates these items on his *jumma*, and that is called *khurcha*, which is made up in the same way as the *khurcha* of the planters.

3033. Mr. *Fergusson.*] Do you believe that any planter, in any case, took anything from his ryots for provisions or personal expenses?—It has never come to my knowledge ever since I have been an indigo planter.

3034. It is within your knowledge, that besides table expenses, native zemindars exact many other sums from ryots, in addition to their rent?—That is a well known fact; that they all have their extra cesses for festivals, marriages, &c., and even while I was holding an *ijara*, the zemindars have asked my permission to go round the villages, and ask for these benevolences.

3035. Has Act X. of 1859 in any way affected your position as a zemindar and planter towards the ryots?—As a planter it has not, but as a zemindar, I consider it the foundation of the ruin of every zemindar and talookdar in Bengal; and my reason for doing so is, that as soon as the law is thoroughly understood by the ryots, not one of them will pay his rents willingly, and it is impossible for a zemindar to bring a case against each ryot separately, and get a decree within three months, while he must pay his rents to the Government every three months.

3036. *President.*] Have you ascertained particularly that such a thing as a decree given within three months under Act X. is well nigh impossible?—Some five or six months ago, Mr. James Cockburn had three cases under this Act; one was dismissed, and he got decrees on the other two, which have not been realised to this day. Supposing I have to complain against the 20,000 ryots on my zemindary, how is it possible for any collector to get through the work and give decisions? Whilst at the same time, if I do not pay my rent to the Government every three months, and the rent of my *putni* every six months, my property will be sold.

3037. Mr. *Fergusson.*] Do you consider that Section XI. of Act X. deprives the zemindar of a power both necessary and reasonable in this country?—I consider the power is both a necessary and reasonable one to give to the zemindar, and that it used to be rarely abused, as it is the zemindar's interest to keep the ryots on his lands.

3038. *President.*] Are your factory books made up from day to day, or from week to week, or is there any delay?—They are made up daily, and if I am away from the factory for two or three days, the cash-book is brought to me the first thing on my return.

3039. Mr. *Fergusson.*] Do you open a new book for each season; say commencing on the 1st October?—We do; if any expenditure for next season is incurred before the 1st of October, a separate memorandum is kept of it, and on that date all the items are copied into the new account, forming the first entries made in the book.

3040. Would the expenditure for next season appear in your regular cash-book of this year, or would it be kept separate?—It would appear in the general cash-book as a disbursement for next season; but it would not appear in a factory book. There would be a separate account kept for that.

3041. Baboo *C. M. Chatterjee.*] Do you not also sign that separate book, in which the disbursements that are made for next season are entered?—It is signed by me daily; in fact, my rough book is my own, and is my book of reference. My *pucka* book may not be written up or signed by me for two or three months.

3042. Mr. *Fergusson.*] After the regular books are written up and signed, do you destroy them, or do you still preserve them?—After the *pucka* books are signed, the rough books are of very little use, and when the white ants don't eat them they remain in a corner.

MANDARI

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M. Biswas.

11 July 1860.

MANDARI BISWAS, Inhabitant of Baghberia, Thannah Hanskali, Zillah Nuddea, Tangia Factory, Khalbolia Concern; examined on oath.

3043. WITNESS deposed as follows:—I used to be in the habit of sowing indigo four or five years ago. I have been told to sow this year ever since the month of *Agran*. I didn't sow this year, because I knew that it would take 10 rupees to sow two begahs of indigo, and that for one beegah they would take two. Somewhere in *Magh* or *Phalgun* a *parwanna* issued from the Hanskali thanna to the purport that the sowing of indigo was optional. Also I presented a petition, with 20 or 30 others, to the effect that the factory people were going to take away my cattle. Then out of 200 people in the village, they pitched upon me and two others. They produced in court a *khatta*, or book, in which they said my name was. They produced no stamp paper bearing my name. The *dewan* and the planter explained that the stamp was a mere form, and also witnesses came forward, and said, that I had agreed to sow. And I produced witnesses on my side to depose to the fact of my having signed no agreement. I don't know the name of the officials who tried my case, but I was cast in a sum of 171 rupees, and I have heard that two of my houses and four head of cattle were sold, but I understand that this only amounted to 42 or 43 rupees, and I had nobody to raise the remainder of the decree for me, as who would lend to a man who had no property remaining?

3044. *President.*] Would it not have been better for you to have sown this year than to go to prison?—No, it would not.

3045. Did you think that you would come off victorious in your case?—Yes, I thought I would. I thought I had a good case, as I had no contract to break.

3046. Mr. *Fergusson.*] Did not the planter say that you had singed the *khatta* book produced?—He did say so, but my signature on my *mooktyarnama*, which I signed before the magistrate, was not like my signature on the *khatta*.

3047. *President.*] How did you manage to escape from sowing indigo five or six years ago?—There was a dispute between me and the factory, in which one man was wounded, and so after that no one of our village sowed any indigo.

3048. Mr. *Fergusson.*] Can you swear that you took no advances or sowed indigo last year?—I can.

BUDDUN MUNDAL, Inhabitant of Kutia Chandpore, Thannah Damurhuda, District of Nuddea, Chandpore Factory, Goldar Division, Sindura; Examined on oath.

B. Mundal.

3049. Witness deposed as follows:—I did sow last year, but as I had taken no new advances I did not sow in *Kartik* last. We have no October sowings; we generally sow in April. I didn't go the factory last year to make up my accounts.

3050. *President.*] Then if you didn't go to the factory to make up your accounts, how can you tell that you stood clear in your accounts?—Nobody else went, and I did not go. I never took any advances, and nobody brought them to me. I was cast in 120 rupees damages for six begahs of land. The factory produced the *amin* and *takidgir* to prove the case. They were new men and were not long appointed, and had not been there when the alleged advances were made. My suit was decided against me at Damurhuda.

3051. Could you not manage to realise the amount of the decree?—No, I have nothing but some old cows, and the price of rice is very dear. My witnesses' evidence was taken, but they were not believed.

3052. Wouldn't it have been been better for you to have sown this year as you did last year, instead of going to prison?—No; as I had taken no advances, I thought I should have been sure to win. I thought there would have been a squaring of accounts for three or four years, and that I should have been on the right side.

3053. Would you willingly sow next year, after your release?—No, don't speak of it.

[Commission adjourned at 50. 30, P. M.

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Thursday, 12th July 1860.

Present.

W. S. SETON-KARR, Esq., C. S., President.

Members:—W. F. Fergusson, Esq.; Rev. J. Sale; Baboo Chunder Mohun Chatterjee.

ALEXANDER THOMAS MACLEAN, Esq., at present Assistant to the Magistrate and Collector of Nuddea, lately of Damurhuda, called in; and Examined on oath.

A. T. Maclean, Esq.

12 July 1860.

3054. *President.*] WILL you state to the Commission the length of time you have had experience in Nuddea, and in what parts of the district?—I joined my appointment here as assistant to the magistrate in January 1858, and held it till 1859, at the Sudder Station. I took charge of the sub-division of Damurhuda in July 1859, and remained there till September, when I was deputed to the charge of the sub division of Santipore, where I remained till December. I rejoined Damurhuda in February 1860, and remained there till the 7th of this month.

3055. During this period, had you not fair opportunities of observing the general working of the system of indigo cultivation?—Yes; for, during the months of July, August, and September of last year, I was residing in an indigo factory, there being no residence for a magistrate in those parts; and being the height of the rains, it was impossible for me to reside in a tent. This was at the village of Damurhuda.

3056. During that period, did you become aware of the feelings with which the ryots regarded indigo cultivation; and if so, in what manner were those feelings expressed?—I have no recollection of any complaints being brought to me, or any expression of feeling for or against being made during those three months. There was one instance in which some ryots close to the factory requested me to interfere with Mr. Taylor, the managing assistant, who, at that time, was about to open a *khal* near this factory, to enable the boats to come near the vats. Their complaint was, that the opening of the *khal* would swamp their rice before it was ready to cut. Mr. Taylor at once deferred the opening of the *khal* for, I think, three weeks, owing to which the indigo suffered considerably, having to be twice shipped and unshipped. Mr. Taylor did this on my mere verbal representation, and there was no further dispute. This was the only case connected with indigo that came before my court during those months, as far as I can recollect.

3057. About what time subsequently did you first become aware of the dislike on the part of the ryots to sow indigo, and how, and in what shape was that dislike manifested?—On rejoining the sub-division of Damurhuda, after leave of absence in the latter part of February last, I found the managers of Loknathpore and the Joyrampore villages at issue. Mr. Tweedie and his head servants on one side, and the Mullicks and other chief villagers were bound over to keep the peace respectively by the magistrate, on my recommendation. I understand the origin of the dispute was, that the manager of the factory wished to increase the cultivation of indigo in that village by 200 beegahs; that point, however, being yielded, there was no ostensible cause for dispute when the matter came before me.

3058. After February, was there no dislike towards indigo manifested in other quarters, besides Loknathpore and Joyrampore?—When I arrived at Joyrampore, in the beginning of March, I then learnt that there was some uneasiness in the Kanainuggur and Durgapore quarters, which spread by degrees over my thannas of Hardi and Damurhuda. In the Dowlutgunge thanna, which comprises a large part of the Khalbolia and Khalispore concerns, nothing was heard of any excitement for some time; but they, too, finally joined the rest, though always to a less extent.

3059. Can you say what particular form of expression their dislike took?—It seemed to be the impression in Durgapore, and in the northern part of the Hardi thanna, that the Government had prohibited the cultivation of indigo. I endeavoured to disabuse their minds of this idea, but with no success.

3060. Did they quote any *parwannas*, or state that it was the order of the Government that they should not sow?—I never heard them quote any *parwannas*, distinctly. They said it was the order of the *Burra sahib* that they were not to sow indigo any more. Latterly, I heard it said that people had come up from Calcutta, and exhibited written orders to the effect that there were penalties for sowing; but though I endeavoured to get hold of these orders, I never succeeded in even getting a sight of them. I heard this report from mine own police, and some of the planters.

3061. Did you never hear, during the last two or three months, the Baraset or Kullaroa *parwanna* quoted?—Never. It was not known to the officials of my court, until it appeared in "The Englishman" newspaper.

3062. When the ryots quoted the orders of the Government, did they, at the same time, allege the oppression attending the cultivation of indigo as the cause of their dislike?—That was their universal cry. During the six days I staid at Durgapore, it is almost impossible to say what the number of petitions presented to me was. There being no stamped paper in that part of the country, the petitioners paid in cash the value of the stamp, which should have been attached.

3063. Did the ryots allege that, owing to any particular causes, there had been more oppression of late connected with indigo than in former years?—No; they seemed to see a way to their release from an oppression of long standing; but I don't

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I don't recollect their alleging any new feature in the system.

3064. Mr. *Fergusson.*] Did you make inquiries regarding any of the petitions that were presented at Durgapore, and with what general result?—The specific charges were at once inquired into in the usual manner; but, as by far the greater number of the petitions were vague, and contained requests for the protection of the police, no particular steps could be taken with reference to these.

3065. Were many of the complaints found to be well-grounded?—These specific charges were few in number, and, as far as I recollect, were not well-grounded.

3066. *President.*] Was it not the custom for 20, 30, and even 40 ryots to join in one petition, stating generally that indigo cultivation was intolerable?—Yes; they constantly did so.

3067. In such cases, what sort of order could you pass?—An order to this effect, that any individual who had been specifically injured, should bring forward a distinct charge to that effect, supported by proof.

3068. Mr. *Fergusson.*] What was the effect on the minds of the ryots, of the *parwannas* that were issued in this district; and however unexceptionably worded, was not their meaning and intent perverted by the ryots?—I think the ryots generally managed to take them in the meaning that suited themselves; for instance, when it was said, that entering into contracts was optional (*icha anusarè*), they interpreted this to mean that they could do what they liked in the matter of sowing.

3069. Baboo *C. M. Chatterjee.*] Since when did you observe any unwillingness on the part of the ryots to sow indigo; was it not long before the issuing of these *parwannas*, and before Mr. Herschel took charge of this district?—I have already stated that I was absent from the indigo part of the district until the end of February, and when I returned, Mr. Herschel had taken charge.

3070. Are you aware that the ryots of the Hanskali concern quarrelled with the planters and stopped the cultivation of indigo, some 18 months or two years ago?—I recollect hearing of some difficulty that Mr. White had with his villages of Hanskali and Govindpore. This I heard in August and September; previous to that, I have no recollection of hearing of anything of the kind.

3071. *President.*] Was it ever brought to your notice distinctly that emissaries were going about the district, instigating the ryots not to sow?—No; not of emissaries coming from other parts of the country. Mohesh Chunder Chatterjee, *naib* to Ram Rattun Roy, residing at Gosain Durgapore, was prosecuted before me by Mr. George Smith, at the request of Mr. Hills. He was charged with holding nightly meetings at his house, exhibiting *parwannas* hostile to the cultivation of indigo, and otherwise dissuading the ryots from sowing, and encouraging them to refuse to allow the factory servants to enter the villages. Nothing was proved to my satisfaction, nor did I ever see any of the alleged *parwannas*. Mohesh Chunder Chatterjee required to go away to another part of the country on his employer's business, so I took a recognizance of 200 rupees from him to appear when required. Nothing ever came of the case.

3072. Mr. *Fergusson.*] Were you aware of village lagers going from village to village inciting each other to join in a league to refuse to sow?—I believe that was a practice.

3073. *President.*] Were you satisfied generally with the conduct and impartiality of your police? Not on the whole. I cannot say that they acted consistently in favour of either side throughout. I am confirmed in this opinion, from the fact of numerous complaints having been made against them from both sides.

3074. Mr. *Fergusson.*] Do you consider this as a proof of their impartiality, that they were complained of by both parties; or did they find some advantage from a prolonged state of disturbances?—I did not consider it as a proof of their impartiality; but I can't speak as to the other point, from my own knowledge.

3075. Mr. *Sale.*] Were many of the complaints made against them established; and can you state on which side, according to the established complaints, their influence preponderated?—I have no recollection of any complaints being established. On the side of the factory the complaints were generally verbal; on the side of the ryots there were two or three written complaints, which were not established; the reason why I was not satisfied was, that I think the higher officers might have used their influence better. In some instances my impression was that they had rather fomented ill-feeling than attempted to quiet it.

3076. Baboo *C. M. Chatterjee.*] Were there many cases of breach of contract under the new law instituted before you?—Yes, a large number; more than a thousand at Damurhuda; chiefly from the Nischindipore, Loknathpore, Khalbolia, and Goldar concerns. The Katchikatta, Ramnuggur, and Bamundi cases were instituted before the officer sitting at Hautbolia.

3077. Did you find that the names of some ryots, who had been long dead, were inserted in the depositions of the prosecutors, as having received cash advances for the present season?—There were some such instances, but they were rare.

3078. Will you be pleased to state how many, and who were the parties in the cases?—The only case I can state from recollection was brought by Mr. Clarke or Mr. Harvey, of the Khalbolia concern, against two ryots of the village, I think of Harryharnuggur; I may be wrong in the name of the village. After repeated inquiries through the police it was discovered that these men were dead. One, I believe had been deceased as long as 13 years.

3079. Did you take the deposition of the prosecutor and the evidence of the witnesses in the case?—Yes.

3080. What was your decision in the case?—The case was dismissed as against those ryots.

3081. In the case of those dead men had they left any heirs to their *jummas*, or other property?—I cannot recollect. But the prosecutor's *mooktyar* persists in believing that the dead men are still alive and are keeping out of the way. It was at his request the police made a search for them.

3082. Baboo *C. M. Chatterjee.*] As a magistrate, was it not your duty to try those parties for conspiracy and perjury?—I should have done so if I had thought the case was one of that description.

3083. Parties bring a complaint before a magistrate and give their deposition on oath; if it were proved on investigation by evidence that their

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A. T. Maclean, Esq.

12 July 1860.

deposition was false, was it not the duty of a magistrate to try those parties for a false charge?—The death of the men was not proved, but by the darogah's report, which stated that they were dead.

3084. Could you not easily ascertain the death of two men in a village by the evidence of his heirs, the head villagers, and others?—It could have been ascertained in the way mentioned. I can't say whether the heirs came forward or not.

3085. Mr. *Fergusson.*] Do not all breach of contract cases go to the Commissioner of the district, and has he not in many instances ordered proceedings upon them?—All breach of contract cases, when decided, were submitted to the Commissioner, who recorded his opinion on the decision, but in no case has he interfered with the orders when passed.

3086. Mr. *Sale.*] Can you state what proportion of the breach of contract cases instituted before you were successful?—Almost all.

3087. Could you state, generally, what evidence you required to establish a breach of contract?—The deposition on oath of the planter in whose presence the cash advance was made, and of his factory servants. These depositions must be supported by the factory account books, to the correctness of which the prosecutor and witnesses were required to swear; stating the manner and time of the preparation of their account. Any independent evidence that could be brought forward would likewise be admitted.

3088. *President.*] In most cases was the line of defence adopted, that the parties sued never had any connexion at all with the factory, or that they had sown up to the preceding year, but had not received any fresh advances in the autumn?—The latter was the line of defence generally taken.

3089. Do you think the ryots generally understood that the law was a temporary law?—I think so; because the ryots constantly said, when I advised them to sow, that if I would give them a writing to the effect that they need not sow next year, they would sow this year.

3090. Mr. *Sale.*] Did you in any considerable number of cases require or receive any acknowledgment on the part of the ryot, that he had actually entered into a contract with the factory to sow?—Where any written agreements existed they were required to be produced; throughout the Nischindipore concern written agreements were produced, but from no other concern that I recollect.

3091. Did the ryots invariably deny the existence of the contracts even in the cases where the written agreements were produced?—Invariably.

3092. Did you in any case see any reason to doubt the genuineness of the written agreements?—No, I can't say that I did. Many of the *kubuliyats* from the Peerpore concern were 19 years old, and the agreement was for 20 years.

3093. *President.*] Do you think any of the ryots, who held out in suits brought against them, were under the impression that there would be a regular squaring of accounts between themselves and the factory, embracing those of several years, and that thus they would be found on the right side of the balance?—In a few instances I was applied to by the ryots to get what was owing to them for seed from the factory.

3094. Mr. *Fergusson.*] Can you state what generally was the class of witnesses who attested the agreements; were they of the upper class of factory servants or casual hangers on?—I should say, according to my recollection, that they generally were other ryots.

3095. Mr. *Sale.*] Could you state whether the generality of the ryots could read or write?—By far the greater number could not.

3096. Mr. *Fergusson.*] Will you state from your experience what was the conduct of the planters during this crisis towards the ryots; did they seem willing to make concessions and conciliate, or did they defy and force them to sow?—Mr. Forlong was usually endeavouring to come to some amicable settlement, making large concessions as to the quantity of land to be sown, and on that account, I believe, comparatively few of the Nischindipore ryots went to jail. Mr. Meares, on the contrary, seemed to hold, that any concession made would be impolitic; Mr. Clarke, too, I think, was averse to yielding anything of what he considered his just rights. The other planters were subordinates of the concerns managed by these gentlemen.

3097. *President.*] As regards the amount of indigo sown, which policy appears to you to have had the best effect?—As regards the amount of land sown, Mr. Forlong's. But in Khalbolia the amount of land not sown is very small.

3098. Mr. *Fergusson.*] Was there not a danger that in making concession to threats, attempts at farther exactions might follow when the manufacturing began?—Yes, and not in the manufacturing only. I gather these to be the views of those gentlemen who were averse to concessions in the line they took.

3099. Mr. *Sale.*] Were the damages paid in many cases, or did they generally go to jail?—In very few cases were damages paid in court at the time of passing the order; but in several instances, in which men had asked for a few days' time to pay, the amount was forthcoming.

3100. *President.*] Supposing the summary law to terminate, and no more *purwannas* on any account to be issued, what is your opinion as to the probability of ryots sowing indigo next year?—If not next year, I should say that in the course of a year or two, things would settle down, and a large amount of indigo be sown.

3101. Do you think, then, that when the present excitement has passed away, indigo cultivation will be either sufficiently attractive or sufficiently profitable to the ryot as to induce him to sow, without any change being made in the system?—Not without considerable changes in the system; especially the oppression and interference of the lower orders of factory servants.

3102. Baboo *C. M. Chatterjee.*] Were there not many complaints made before you against the planters for destroying the ryot's rice plants, and sowing indigo on the same lands?—Not very many.

3103. But in those that were made, what was the general result?—In the first instance, I tried the case under Act IV, and gave the ryot possession of the land with the indigo on it; the factory had claimed the land as its *nij-abad.* The other cases I let stand over till the first, which had been appealed, was tried by the sessions judge.

3104. Mr. *Fergusson.*] Were you aware of any instances of violence and oppression having been committed by the planters, and do you think it possible that trees and bamboos could have been cut down, and thatching grass appropriated, without any complaints being brought to you?—I have

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have had cases since February of personal violence being perpetrated by factory servants, but none that I recollect, of cutting down trees, or appropriating thatching grass. I have no doubt they would have been brought to my notice if they had occurred.

A. T. Maclean, Esq.

12 July 1860.

ARCHIBALD HILLS, Esq., Manager of the Katchikatta Concern, near Hardi Thanna, Subdivision Kurrcempore, called in, and Examined on oath.

A. Hills, Esq.

3105. *President.*] WILL you state to the Commission the period you have had experience in indigo planting, and in what concerns?—I was five years at Durgapore, as assistant to Mr. Tissendie, who was then manager of the Katchikatta concern; and I took the management in November last, when Mr. Tissendie left for Shikarpore.

3106. Mr. *Fergusson.*] Will you state what the cultivation was last year, in the spring and October sowings?—The total cultivation was 19,000 beegahs, of which about 9,000 were sown in October.

3107. Do you wish to put in the answers to the Commission's circular as part of your evidence?—Yes; I do. (*Filed accordingly.*)

3108. What extent of October sowings did you effect this season?—Eleven thousand five hundred beegahs.

3109. Did you experience any difficulty in doing so, or were any objections made by the ryots?—Not a single objection was raised, and the land was sown like a garden; not a single clod was left on the ground.

3110. During the time you were in charge of the Durgapore division of the concern were the seasons favourable, and did the ryots receive considerable *fazil*, and were they apparently contented with the cultivation?—The seasons were favourable, and the out-turns larger than they had been previously. The ryots very generally received *fazil* or excess payments, and were quite contented up to the middle of last February; as a proof of this, when Mr. Reid, the Commissioner of the Nuddea division, passed through about the 17th of December, on official duty on the railway line, not a single petition was presented to him, either against the Katchikatta concern, or the native servants, although numbers of ryots consulted with him about the land they were losing by the railway. He passed through the concern, marching for about 12 miles.

3111. *President.*] About what time did you first become aware of a marked dislike on the part of the ryots to cultivate indigo?—Up to the middle of February there were no signs of any discontent or dislike; the first intimation I had, was a letter sent to me to Jessore, where I was then staying. I returned immediately, and found that five or six ryots from three or four villages, had come into the station, and lodged a general complaint, intimation of which was given to us by our Kishnagur *mooktyar;* just about that time, Mohesh Chunder Chatterjee came up to his house at Gosain Durgapore; he was many years ago a *kerani*, or English writer at Katchikatta, and I understand his father was a *gomashta* of the factory, and was dismissed from his situation. He called upon my ryots, and they used to come and meet at his house. I was told by my servants that the darogah assisted him in summoning these ryots through the police. I complained verbally of this to Mr. Maclean to get him removed; he was subsequently removed to another thanna, I cannot say for what cause. The dislike spread chiefly through the intimidation of the villagers of Dukhi, instigated by Mohesh Chatterjee; he has two or three small villages in *mourusi* from Ram Ruttun Roy of Narrail, Jessore.

3112. Mr. *Fergusson.*] What extent of spring sowings have you been able to accomplish this season?—One thousand eight hundred beegahs, instead of 8,500, for which we had arranged in the usual way; and of those 1,800 beegahs, 700 lay in the Pubna zillah; the villages of which zillah finished their sowings as usual.

3113. Were all the sowings for which you had agreed in Pubna completed?—Yes.

3114. Then your whole deficiency lay in the district of Nuddea?—Yes, with the exception of two small villages in Jessore, in which Mohesh Chatterjee has an interest.

3115. *President.*] Can you state what causes were generally alleged by the ryots as their reasons for not sowing?—There were several causes; the prevailing idea that indigo planting had been stopped by the Government was the chief cause. Some of the good ryots were led astray by one or two men of each village, who kept up the agitation, and who were constantly passing backwards and forwards from Calcutta. In their petitions to the authorities, they made general complaints of oppression, also the villagers of Poamarri made complaints to me of the oppression of my head servants; I went to meet them for the purpose of inquiry, and after sitting with them for the first day, we arranged that they should bring their proofs the following day, but they never came, having been, I believe, induced by the Dukhi villagers not to come. The villagers have told my head people that they cannot settle with me, as they have taken an oath to Mohesh Chatterjee not to do so without his consent.

3116. Was it ever brought to your notice that emissaries from Calcutta or other districts had instigated the ryots not to sow?—No; no such instances were brought to my knowledge. A *chowkidar* was punished by Mr. Taylor for giving out on a *haut* day that they were not to sow indigo under penalty of 14 years' imprisonment. This was in the Kananuggur division of the Nischindipore concern.

3117. Do you think that on the whole the police acted impartially, and gave a fair amount of support to planters?—Most partially; especially while a darogah, named Buddinath was at the Hardi thanna. This was the man I complained of; through his influence the *amins* and *takidgirs* never came near the factory for six weeks.

3118. Had you the same difficulty to induce the villages to sow in *ilaka* as in the *be-ilaka* villages?—In several of the *be-ilaka* villages they behaved better than in one of our talook villages. In one instance, Hurronath Roy, of Narrail, on my writing to him, sent orders on his Bukshipore *naib*, to make these three villages sow, and they did sow. A large village belonging to Poolin Behari Sen, of Berhampore, Moorshedabad, refused to sow, even on the orders of the Baboo; and he wrote back to me in an English letter,

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A. Hills, Esq.

12 July 1860.

that he had no power over his ryots since the passing of Act X, of 1859. In his other villages, in the Nischindipore concern, the ryots did sow on his requisition through his *naib*.

3119. Then on the whole, your difficulties this year have not been increased by any opposition on the part of the zemindars?—No; on the contrary, I received assistance from them when I applied for it. We have always been on friendly terms with the zemindars.

3120. How many suits for breach of contract have you been obliged to institute this year?—I have sued almost every village in the concern in the Kishnagur district. First we began by suing the whole villages; then instructions came out from Mr. Herschel, that we were not to sue more than five in one plaint. On my representing the matter to Mr. Lushington at a personal interview, he allowed a larger number to be sued at once, but warned us, that a failure of proof against any one, might involve the dismissal of the whole suit. We must have instituted suits against a hundred villages, and in each, perhaps, on an average, 30 men were included.

3121. Were pains taken by the authorities to explain to the ryots the temporary character of the law, and the consequences of their not sowing, should the contract be proved against them?—The greatest possible pains were taken to explain to the ryots the real state of the case, and it was particularly explained that it would be optional for them not to sow next year; but they were in such a state of excitement, that they would not believe what was told them; some ryots said to Mr. Graham Tayler, in my presence, "one magistrate told us, we might sow or not, as we liked, and you put us in prison for three months for not sowing." Even when the first decrees were passed against some ryots, the others would not believe that anything would come of it, and said that they would be sent back in three days.

3122. Baboo *C. M. Chatterjee.*] What was Kedarnath Mookerjee before, and what were his former circumstances?—I believe he came to the factory as an English writer, when he was quite a young man, and eventually became *naib*, 12 or 14 years ago. He has been in the receipt of 50 rupees a month ever since I have known him.

3123. Have you any idea what he is worth now?—No, I can't say; but I know he has a *pucka* house on the Matabanga.

3124. Are you aware that he made a collection twice, and collected some thousands of rupees on the occasion of his son's marriage, and thereby created a strong bad feeling in the minds of the ryots against the factory?—I recollect that about two years ago he asked Mr. Tissendic's permission to collect *bhikha* from the *ilaka* ryots, and I believe Mr. Tissendic's answer was, that so long as the ryots did not complain to him about it, he might do so. Since the disturbance has broken out, I have been told by people, that he has collected large sums of money, but not a single complaint was made against him until the disturbance had broke out. The ryots since allege that they were afraid to complain, but I ride out unattended almost every day in the year, and until the last four or five months, whenever I passed a village, have always been attended by 20 or 30 ryots over the indigo land, and freely communicated with them about their private affairs.

3125. Mr. *Sale.*] Do you think that in a case like that which you have referred to, the *naib* of a concern would have sufficient influence to prevent the ryots complaining to you, even though they might have access to you?—There is no doubt that the natives are very much afraid of a *naib*, but I can hardly think that, out of so many ryots, not one man should have mentioned it to me.

3126. Mr. *Fergusson.*] Do you think that the *purwanna* issued in this district, and the removal of the assistant magistrate from Hautbolia had a prejudicial effect on the minds of the ryots and tended to keep up the excitement against indigo planting?—Most undoubtedly; but for the *purwanna* of the 19th of April, and Mr. Tayler's unaccountable removal at the end of 15 days, taking place at the very time when the *purwanna* was issued, the whole of the concerns in that part of the country would have sown. The next *purwanna*, to the effect that it was optional with them to sow their lands with indigo or rice, settled the question; on the evening of the 19th, everybody was giving in *razinamas*, agreeing to sow indigo; on the 20th they took the seed from the Durgapore Factory; and on the 21st, after hearing of those occurrences, they sowed all their indigo lands with rice.

3127. Then do you attribute the fact of your not being able to sow this season to the executive management of the district?—Entirely to the *purwanna* of the 19th and Mr. Tayler's removal.

3128. *President.*] For what term of years are the contracts for the Katchikatta concern generally entered into?—Ever since I joined the concern, we have never had any difficulty in the sowings, nor in the people taking advances; therefore we never considered it necessary to take any written agreements from the ryots.

3129. Then do you not charge the ryots for stamped paper?—Yes, we charge two annas every year to each ryot, whether *ilaka* or *be-ilaka*.

3130. Mr. *Fergusson.*] Have you anything to say in answer to the complaints made before the Commission by some ryots of the Katchikatta concern?—With reference to a man, who called himself Dudh Mullick, of Bundobil, there is in the factory books a man named Dukhi Mullick, but whose brother's name, Shujam, is also written with his, the *jumma* being in Shujam's name. I put in certain extracts, which have been made under my own eye from the factory books. Among other statements, he says, "I sowed indigo in *Kartik*, how then could I have taken advances in *Agran*." I reply, that the advances were made on the 7th December, which would be about the end of *Agran*, by myself; it being the custom of the factory not to make advances till that period. The same man also stated that he gave 50 bundles. I had sown three other beegahs in *Kartik*, making 11 beegahs in all. I reply, that in 1858-59 he sowed in October 7 beegahs 14 cottas, and 3 beegahs 6 cottas in spring; with the October sowing he had cold-weather crops; he also reaped a cold-weather crop from spring sowings. He was credited with 114½ bundles, which cleared off the former year's account, and he got excess 3 rupees and 14 annas, for his 11 beegahs of *khatta* lands 22 rupees, making a total of 25 rupees 14 annas; six rupees were credited him for his rents; the receipt for which he got from the *gomashta* in my presence, the remaining 19 rupees 6 annas were paid to him with mine own hands.

3131. *President.*] Do you feel convinced that Dudh Mullick, whose evidence was taken on the 26th of June, is identical with Dukhi Mullick, of whom

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whom you now speak?—The village is the same; one of the *jummas* agrees with what he states; and he has also a brother. "He states that last year the *Sahib* cut down several bamboos, which he required for his vats, the payment for which he did not get." I reply, that 67 bamboos were taken from the village; 3 rupees, 2 annas, and 3 pie were paid for them to Ramsunder Mundal, of that village.

3132. Mr. *Sale.*] Does this man's brother share in the *jumma* and also in the indigo *khatta*?—Yes, he shares in both.

3133. Rameburan Biswas, of Baradee, was examined on oath, and said, "I sow indigo every year, and get nothing for it. Last year they sowed 24 beegahs with indigo, they call it 12. The *amin* told me that I delivered 29 bundles, but by my reckoning it should have been 50. I got no excess paid last year, nor did I take any advances?" My answer is, that last year the Baradee ryots were permitted to fill a vat to themselves, and they divided the indigo amongst them; so that if there was any unfair play, it was amongst themselves. In each of the years 1858, 1859, and 1860, he received four rupees advance, but that was carried to his rent account, for which he got a receipt before me. With regard to his statement as to carts, the *gomashta* tells me from the books that he got 5 rupees advances for carts, but that he only worked for nine full days, which at 6 rupees 8 annas a month, was 1 rupee, 14 annas, and 3 pie, so that on this account he still owes the factory 3 rupees, 1 anna, and 9 pie. I was not at Katchikatta last year in the manufacturing time; I was at Durgapore, but I have done what I can to ascertain the facts from the head servants of the factory and the factory books. Chaitun Mundal, of Par Durgapore, says: "the factory people cut down some of my trees, from which there would have been about 150 maunds, worth 10 rupees per 100 maunds. They cut down those trees to make charcoal, and only gave me 6 annas for them." To this I reply, I found 8 *babul* trees had been cut, weighing 5 maunds, on the 14th of July, and he was paid at the rate of 8 rupees per 100 maunds, on the 26th of September. These items are gathered from the factory books, and happened in Mr. Tissendie's time. He further said, "Formerly I used to receive something in advance, say from three to four rupees; this was in Mr. Macdonald's time." To this I reply, that in 1860, he received 20 rupees 10 annas; in 1859, 4 rupees; in 1858, 20 rupees 8 annas. The last payment of 20 rupees 8 annas was transferred to his rent, for which he got a receipt in my presence. The other payments were before my time. I could not say whether they were paid by transfer or by cash.

3134. Mr. *Fergusson.*] Do you desire to make any statement about the case of the abduction mentioned by Mathur Biswas?—I can distinctly state that as the case was printed in the "Hindoo Patriot," it is utterly false. I was at Jessore till past the middle of the day, on Saturday, the 11th of February, and arrived at Katchikatti late at night. The distance was 50 miles. I did not leave the house next morning, being very tired, and having no horse; the one I rode into the factory being a *gomashta's* piebald pony, belonging to Goldar, and which was returned before I got up. I could not, therefore, have been out on horseback that day, as stated in the "Hindoo Patriot."

3135. Can you undertake to say, that you never saw the woman Hurro Mani that day, or on the next three days?—I believe I had a glimpse of the woman in the factory, and then and there ordered her to be returned to her relations, she having been brought there without my knowledge or consent. In fact, for the week previous, I had been absent from the factory in Jessore. The man, Mathur Biswas, came several times subsequently to the factory, and was in conversation with me, and never said a word about it, or made any allusion to it whatever.

3136. *President.*] Do you think any changes in the system of indigo planting are requisite in order to induce the ryots to sow as heretofore?—I think I can speak pretty correctly about the feeling of the ryots in the Katchikatta concern; and changes will be necessary, such as, reducing the measuring rope of the land to a lower standard, some of the ryots wishing it to be brought to the Nischindipore, and others to the zemindary standard. I think, also, we shall have to take more of the risk of the cultivation on ourselves, by making advances every year in cash, whether the previous ones are worked off or not.

3137. Do you think you can afford to give the ryots the seed for nothing, and not to charge for stamped paper?—I think these charges should fall on the ryot; but being such a trifling matter, should it come to a matter of sowing or not sowing, we should be obliged to give them up.

3138. Do you think the factory ought to pay the price of carting or boating?—We already do so at Katchikatta.

3139. Mr. *Sale.*] Do you think any more satisfactory way of estimating the quantity of plant given by the ryots could be adopted?—This year, in the Pubna villages, where the ryots have sown and there is a good crop, on a recent visit, I arranged that two or three head ryots of each village should, with the *amin* and *takidgir*, make an estimate of what each man had in each bundle. These papers will be handed over to the European assistant in charge; then, when the indigo is brought into the factory, it will be measured as usual, and, at the close of the manufacturing, the two accounts will be checked. This was very favourably received by the ryots. They also like the system of giving a vat to be filled by a village, the head man arranging about the distribution of the shares among them.

3140. Mr. *Fergusson.*] Are you experiencing any difficulty now in getting carriage and coolies to work off your plant?—Very great difficulty; almost all my advances for manufacturing have been made out of the concern. I am also experiencing great loss from these men not keeping their engagements. For instance, about a week ago, 114 coolies came to Katchikatta, having received advances of four rupees each, and under an engagement to receive six rupees a month, which is nearly double what they receive in other years. I gave them *khuraki*, or something to eat for the day, and sent them to Paikpara; only 46 arrived there, or have been heard of since.

3141. Mr. *Sale.*] Have you any reason to believe that the ryots on your estate interfered to prevent these people from keeping their engagement?—I do not think so in this instance, because, if 46 could go, why could not the remainder? But I know of an instance in which one of my own villages threatened to beat the boat people, with whom I had arranged for conveying the indigo.

3142. Mr. *Fergusson.*] Have you met with any

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A. Hills, Esq.
12 July 1860.

instance in which ryots have demanded cash for the plant, before they permitted it to be removed from the field?—One Mussulman ryot at Paikpara village proposed to make an average of 20 hundles for each beegah, and to receive one-half of the total amount before they would cart it; but he was hooted at by the other villagers, and that village has since been cutting its crop.

3143. Since the departure of Mr. Maclean from Damurhuda, what distance is the nearest magistrate from you?—The magistrate of the Kurreempore sub-division is the nearest, which is about 26 or 28 miles distant. The Sudder station is 38 miles from the factory.

[Commission adjourned at 6 P.M.

Friday, 13th July 1860.

PRESENT:

W. S. SETON-KARR, Esq., C.S., President.

Members:—W. F. Fergusson, Esq.; Rev. J. Sale; Baboo Chunder Mohun Chatterjee.

JAMES FORLONG, Esq., Examination continued.

J. Forlong, Esq.
13 July 1860.

3144. *President.*] On what terms are your contracts generally with your ryots?—Generally, for five years; but renewed every year. There has been no good cause for the renewal; but it has been customary for the last 50 years.

3145. In renewing the contracts, do you charge each ryot with two annas; or do you charge him with a stamp sufficient to cover his debt, should it ever be necessary to sue him in the civil court?—I never heard of a ryot being charged for a stamp for more than his contract for the season, nor of a stamp being taken from a ryot to cover any previous debt, according to the stamp law.

3146. Mr. *Sale.*] In your opinion, are the contracts, as they at present exist, mutually entered into between ryot and planter, or do they rather resemble an obligation imposed upon the ryot by the factory?—As a rule, I have generally seen ryots enter into engagements with the factory cheerfully.

3147. Mr. *Fergusson.*] Must there not be two parties to every contract, and does not the form in use in your concern provide for payments to the ryots?—Unquestionably; as may be seen on reference to the copy I have forwarded to the President of this Commission.

3148. *President.*] Within your experience, has it been the custom to consider the amount of debt due by a ryot, as representing in some measure the amount of land which he is expected to sow with indigo, *i.e.*, if a ryot is down in the books for 20 rupees, is he required to sow 10 beegahs, which is one half?—As a rule, every ryot generally receives some money during the season, whatever his debt may be. I think, however, with reference to the small gain to the ryot, that the old balances have objectionably been brought forward to his detriment. I have known, for instance, ryots sowing, say 10 beegahs of indigo, having five beegahs placed under the head of a former debt and five under that of a fresh advance.

3149. Then, do you take an engagement from each ryot for an extent of land representing the amount of the old balances and the fresh advances, calculating at the rate of one beegah of land for each sum of 2 rupees?—In the Nischindipore concern, the old balances carried to the debit of the ryots, amount to about 60,000 rupees. The cultivation is about 24,000 beegahs and the sum yearly fresh advanced to the ryots, amounts to about from 30,000 to 35,000 rupees; this with the old amount refunded, being 90,000 rupees for a cultivation of 24,000 beegahs.

3150. Then, within your knowledge, has your *ryotti* cultivation increased in the concerns you have charge of, owing to the increasing debts of the ryots?—The indigo cultivation generally, in the Kishnagur district, has very greatly decreased; I could mention four or five properties on which the indigo cultivation has decreased by 80,000 or 90,000 beegahs. The concerns I refer to are Mulnath, Khalbolia, Katgarra, Suk-Saugor, and a property formerly carried on under the name of Hills, White & Co., and another formerly styled the "Big Union."

3151. Then practically, the amount of cultivation, beegahs for rupees, would be one-fourth of the debt?—Yes.

3152. You have given us the above from the statistics of the Nischindipore concern, can you state whether the same practice prevailed in other concerns when under your management, say at Mulnath?—Very much in the same degree at Mulnath, only the practice there being to take six bundles instead of four, the ryots were probably heavier in arrears than at Nischindipore. In Mr. Hill's properties it has been customary to take one-third less from the ryots than in the Khalbolia, Loknathpore, and other adjoining properties.

3153. Can you state from what causes the cultivation has decreased in the instances you before mentioned?—When I first came to the Kishnagur district, about one-third of it seemed to be in jungle, and a very large portion that was not, was lying fallow, and capable of producing, when cultivated, the finest crops of indigo. Of late years, the jungle has not only disappeared, but the

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the land has been so cropped, that any fallow land is now rarely seen; and both indigo and rice crops are produced with much more difficulty than before, and a smaller breadth of land is really fit for indigo purposes. The ryots and *mahajans* complain much of the rice crops, which though frequently looking as well in the field as formerly, yield about one-third less than when the soil was less cultivated, and consequently richer; and unless in this district, on the high lands, where in spring rice is sown, the rice crop is sown in rotation with an indigo one, the lands in a year or two would be altogether unfit for rice cultivation.

3154. Mr. *Fergusson.*] Then has the breadth of land cultivated for indigo diminished on account of its being unprofitable to cultivate such lands?—It has diminished from experience telling the planter that a certain class of land formerly cultivated for indigo, could not be continued with any hope of profit either to the cultivator or the planter.

3155. *President.*] Can you give us from your books a statement of the number of ryots who cleared their advances, and got excess for the last three years?—I have an account with me showing the position of the ryots of the Nischindipore factory in 1857-58 and 1858-59. In the former season, out of 867 ryots sowing 3,357 beegahs, 283 ryots cleared off their old accounts, and entered into fresh ones. In that year also, 541 ryots out of 867 received each an average of about 3 rupees 5 annas for their indigo seed. At the same factory in 1858-59, out of 864 ryots sowing 3,300 beegahs of land, only 110 received *fazil*, and entered into fresh accounts. This arose from the gale about the end of last July, which nearly destroyed the indigo crop. I have an account also with me showing that in the Katchikatta concern, at the Gosain Durgapore factory, out of 817 ryots, 420 received *fazil*, and entered into fresh accounts this season; and at another small factory adjoining Gosain Durgapore, out of 366 ryots, 123 received *fazil*. Very many of these ryots received at from 8 to 10 rupees a beegah for their land. (*Paper filed*). I put in these statements guaranteed by the books of the concern, which I submit. I put in also a statement of eight villages belonging to the Gosain Durgapore concern, showing that 264 ryots received 3,143 rupees, 6 annas and 6 pie; also the accounts of the Nischindipore ryots.

3156. Do you think that this statement of the ryots of the Nischindipore concern, represents the state of the factories of Hurra, Sunada and Nundunpore?—No; the state of the Nischindipore ryots is more favourable. At one of the largest factories of the Nischindipore concern, named Peerpore, the condition of the ryots is more favourable than at Nischindipore; but on the whole, the accounts rendered would be too favourable to assume as a general average.

Note.—The original books of the Nischindipore factory for 1857-58 and 1858-59, exhibiting all the items charged against the ryots, as well as the amount of the plant which they had delivered, were here submitted to the members of the Commission, who proceeded one after another to inspect them; in several cases adding up carefully the items on either side, and comparing the same. the books were found to be kept with great perspicuity.

72—I.

3157. Mr. *Fergusson.*] Are you prepared to submit to the Commission all the books of any other factory which the Commission may fix upon?—Of course I am. *J. Forlong, Esq.* 13 July 1860.

3158. Baboo *C. M. Chatterjee.*] What are the items debited to the ryots besides the advance?—Stamp, a small portion of the carriage, and four annas for indigo seed. In the Katchikatta concern, no charge whatever is made for the carriage of the plant; besides that there is the debt of last year, if any is remaining, and the cash advance for the present year.

3159. *President.*] Is it not the custom to add together the old balance and the new advance, and to give cash for the amount of land to be cultivated, less the old balance, *e. g.*, if a ryot is to cultivate 10 beegahs of land, for which he would be entitled to 20 rupees cash advance; if he is in debt 4 rupees for last year, he would get only 16 rupees?—Unquestionably so, and this is the general practice.

3160. Mr. *Fergusson.*] Have you anything to say against the statements of Ginni Duffadar of Bhobarpara, Ruttunpore; Abadi Mundal of Bhobarpara, Hurra; of Suntosh Mundal of Patturghatta, Ruttunpore; and Seraj Biswas of Perizpore, Nischindipore; and Dinu Mundal of Moozumpore, same concern, who, you may have observed, have complained of oppressions, and the first two, of having been confined in godowns, &c. &c.?—I have seen so many mis-statements made by the ryots, that I did not value much the charges that were brought forward by them in the various cases mentioned. However, on referring to the managers, I have found their replies satisfactory, and warned them, that should they be called for, to be ready to lay their books before the Commission to prove such to be the case. With reference to Abadi, I think his complaint was made when I was on my way from England in February 1857, as far as I can recollect just now. I saw the man once, and only once; he came to me at the Hurra factory, most certainly of his own free will, and went away of his own accord. He stated then, that he had certain grievances to complain of, but at the same time said, that what had been advanced by others in his name, had been great exaggerations. Thinking that probably the man had received some wrong, I at the time gave him 10 rupees, and shortly after I heard that the same man had told his tale to the Reverend Mr. Bomwetsch, the very reverse of what he had stated to me. Upon this, I officially addressed Mr. Elliot, the then magistrate of the district, requesting him to sift the charges that had been brought against the factory, connected with this man; which I believe he did, and nothing prejudicial resulted.

3161. *President.*] Did Abadi show you any marks on his head or person?—I remember that he did show me a mark on his head, but which certainly never could have arisen from any serious injury. With regard to Suntosh Mundal, there is no such man on the factory books, nor, to the best of my belief, have I ever seen such a man; and from every inquiry I have made on the subject, the tale about his being fined 100 rupees, does not bear a shadow of truth. Joychand Sircar, the man whom he states fined him, and who, he says, has absconded, certainly has not done so; and is quite willing to come forward and reply to any charge made against him.

3162. Has Suntosh Mundal a relation named Chand Mundal, who cultivates indigo for the factory?

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J. Forlong, Esq.

13 July 1860.

factory?—So Mr. George Smith mentioned to me; I never saw him myself.

3163. The witness Dinn Mundal stated that he had to pay two annas *ijara* fees at the Dulalnuggur factory, and two pice for measuring; can you state if it is customary to exact *ijara* fees there?—I have not heard of the fee for measuring; and in some cases, where there is a loss on the *ijara*, rather than the ryot's land should be measured, they themselves often come forward and propose to pay the rent that I pay the zemindar in the event of my not measuring the land. In this way I may get 150 rupees, whereas by measuring I might get 300.

3164. Baboo *C. M. Chatterjee.*] Is there any such item in the account books as *ijaradari, i.e.*, so much per rupee collected from the ryots?—Yes, there is such an item. The rule fluctuates in different villages; two annas per rupee is the extreme.

3165. Is it a fact that the ryots of the Nischindipore concern were charged for table expenses formerly, and that you and Mr. Hills have put a stop to that extortion?—Years ago the ryots from many of the talook villages, in the course of a twelvemonth, presented a certain quantity of fowls and fish at the Sudder factory, as a sort of a feudal right connected with the property. This, however, has been entirely done away with.

3166. *President.*] Do you consider that the new code, Act VIII. of 1859, has already obviated some of the delays in law suits, and is likely to secure to planters and others in the Mofussil, the enjoyment of their rights?—I have had so very few civil suits, that the effect of the law has not come particularly under my observation. I believe, however, it has tended greatly to expedite the decision of cases in the civil courts.

3167. Do you consider that there is any want of security in the mofussil to planters, in respect of their personal property and the factory buildings?—No; certainly not, as regards factory buildings and personal property.

3168. It is often alleged that there is an insecurity in the Mofussil as regards landed property, which deters capitalists from investing their money; do you share in that opinion, and, if so, what is the particular insecurity of which you would complain?—Yes, there is great insecurity; and the mere fact alone of the land being as it were mortgaged to the Government, and rents claimed quarterly in the manner they are, and of property, probably from the carelessness of an agent, being liable to be put up for immediate sale, would alone prevent an English capitalist from purchasing land in this country. If this also was the case before, I think the effect of the new law, Act X., will make it much more serious. Under-tenures are also liable to be sacrificed, should a zemindar prove a defaulter in paying his rent to the Government.

3169. Then, are we to understand that this feeling of insecurity does not arise from any lawlessness among the people, or from any hostility on their part to the Europeans, but mainly from particular laws which affect landed interests?—Yes, this is decidedly my opinion.

3170. Mr. *Fergusson.*] If you were deprived of your arms, would your property be secure, and looking to the readiness with which people believe reports, might not the power of disarming by a magistrate place you in jeopardy, by a report being spread that such a power had been exercised upon you?—For myself, I have such a complete sense of security, that even during the mutiny I never had arms belonging to me; but I have no doubt that were the order given to disarm Europeans throughout the country, the same might be attended with mischievous consequences.

3171. *President.*] Is the concern which you superintend cleared from debt, or is it working with borrowed capital?—No, the property is working with borrowed capital, for which we are paying considerable interest.

3172. Mr. *Fergusson.*] What is the general character of the *mooktyars* who plead in the courts?—I may give you a specimen of their character from what one of the leading *mooktyars* of the place said to me two or three years ago. I met the man accidentally and inquired how he was getting on, he replied "very well, but that he was getting too old to carry on the business of certain wealthy zemindars any longer." I said to him, that I thought they were by far his best clients; he confessed they were, but he was too near the "Ganges" or death, to go on with the business. He then acknowledged that it was the rule of the country and the custom for a *mooktyar* to tell a witness all he had to say, but added, "I am obliged also to get all the witnesses, and, worst of all, forge all the documents, and this I cannot go on doing." This was stated to me without the slightest concealment or sense of shame, and as calmly as if the man were talking about the state of the weather. I consider this to be not only a true illustration of the morals of *mooktyars* practising in the courts, but also a sure indication of what is daily and hourly going on in every court in Bengal.

3173. Do not natives of respectability strongly object to appear as witnesses or plaintiffs in the courts, and more so in one than the other?—They do not object so much in the civil courts; but any native gentleman of respectability shrinks from appearing personally in the magistrates' courts, as they have the very worst possible reputation.

3174. Have the magistrates' courts improved or deteriorated in public opinion of late?—I think of late years, the whole tone and character of the magistrates' courts have greatly fallen in public estimation, arising, I think, from the youth and inexperience of the men who have been entrusted with the duties of chief magistrates of the large districts of Bengal. I believe it was the wish of the late Lieutenant Governor, that this fault should be remedied by combining the duties of magistrate with those of collector; thereby giving every district, as he thought, the certainty of an experienced man at the head of affairs. The two offices have been joined, but as far as regards the results to the public, youth and inexperience have been quite as bad, if not worse, than before; and now a district has only a fraction of a magistrate's time in place of the whole of it.

3175. In stating your opinion of the courts, are you aware of there ever having been any question as to the purity of the English functionaries?—No, I am glad to say that, surrounded as they are with corruption, their character for probity has ever been unsullied. I have indeed heard them charged with carelessness, but never a whisper of venality.

3176. Can you state from experience any difficulties in collecting rents which have occurred lately?—

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lately?—Yes, there has been the greatest difficulty in collecting rents. For example, in the Katchikatta concern, when the first instalment for this year was to be paid as usual, only about 3,500 rupees were received in place of between 14,000 or 15,000 which had been received for years past on the same occasion. I attribute this in some degree to the disturbed state of the district, as also very considerably to Act X., under the shelter of which every disaffected ryot thinks he has a right to contest payment with the zemindar. In Nischindipore also I found the greatest difficulty in collecting rents.

3177. What is your opinion of the working of the summary Indigo Law of this year?—I think it has been worked in a manner most discreditable to the Government, and more particularly to the chief magistrate of this district. In place of adopting a general standard for the assessment of damages, known in an indigo district to be 10 rupees per beegah, in the event of a breach of contract on the part of the ryot, a sliding scale was adopted by the magistrate, which made victims of the good ryots, and let off the others without injury. No two courts gave the same damages, and Mr. Herschel only made matters worse seemed by issuing various tabular statements, which to be remarkable only for an absence of either sense or justice.

3178. Do you mean that by taking the returns for three or five years, the magistrate's rule caused a ryot who had cultivated well, to pay high damages, whilst the ryot who cultivated badly, and produced very little, paid very small damages?—Yes, I do mean that; but the magistrate might have seen from all *kabulyats* presented in court, that no planter ever thought of protecting himself for a breach of contract on the part of any ryot, beyond 10 rupees per beegah; and why, under such circumstances, a magistrate should give 23 and 24 rupees a beegah, I cannot understand.

3179. *President.*] In cases where no penalty was stipulated in the contract, was not the calculation made on the amount of manufactured indigo that would have been produced had the ryot fulfilled his contract?—I believe it was, but most erroneously so. Had Mr. Herschel called for the evidence of any experienced planter, he would have found that 10 rupees per beegah, in the event of a breach of contract on the part of the ryot, was the established custom of the district. Mr. Betts in the first instance, and his were the first cases tried under the new Act, gave me 10 rupees per beegah; and I never thought of complaining until I found that Mr. Herschel was giving 23 rupees, and other courts 20 rupees.

3180. Mr. *Fergusson.*] Is not the revision of the decrees under that law by the Commissioner and Government, virtually an appeal contrary to the terms of it, and with the disadvantage to the planter, that he has no opportunity of being heard on that appeal?—From what I have lately seen, I believe that even the Commissioner of this district has neither power nor authority, as it is evident that the Lieutenant Governor of Bengal has taken all questions relating to the planters and ryots in this district, entirely into his own hands. In doing this, he has most undoubtedly placed himself in the dilemma of having either chosen the worst men as public officers to carry through the provision of a new law requiring great delicacy and good sense on the part of the officers administering it, or of having interfered with them and their independence as public officers, in a manner without example.

3181. *President.* But there is no instance where either the Commissioner or the Government have reversed an actual decision casting a ryot in damages?—I believe there has been no instance of this nature, but in other portions of the law, there has been great interference, and magistrates have been censured, removed, and treated altogether in such a way, as to make it nearly impossible for them to exercise an independent judgment in the cases which appeared before them.

3182. Are you proceeding with the breach of contract cases before the principal Sudder Ameens who have been appointed to try them, chiefly within the subdivision of Dumurhuda?—No, in common with Messrs. Mears, Tweedie, Tripp, and various others, I have given orders to withdraw the cases, as the law as it is now administered is really a mockery. For, in place of the cases being carried through and adjudged according to the summary character of Act XI., they are now neither more nor less than regular civil suits.

3183. Do you not think that the principal Sudder Ameens, who have had long judicial experience in cases of contract involving the inspection of accounts, were not ill-qualified to try cases under the summary law?—I do not question either their talent or judicial experience, but certainly the spirit of the summary law was, that if a magistrate were thoroughly convinced of the leading features of a case, and of the fact of a ryot having received his money and executed his contract, the whole should not have been thrown over through some slight informality, or a trifling mistake on the part of an illiterate witness under cross-examination. I have not such decisions with me, but shall be able to forward them to the Commission if required.

3184. Mr. *Fergusson.*] Do you consider that the appointment of yourself and other planters as honorary magistrates was the cause of considerable jealousy on the part of the zemindars, and induced the British Indian Association to take up the case of the ryots?—I think the fact of making planters honorary magistrates created a very great degree of irritation and jealousy throughout the native community. I acknowledge at the same, that this feeling was not unnatural, for as the native gentlemen of Lower Bengal had not at that time shown any evidence of disloyalty, I think as many of them should have received those appointments as Europeans. I believe the result of the jealousy to which I have above alluded, has been to induce the British Indian Association to interfere much more actively in the present difficulties between the planters and ryots in this district than they otherwise would have done.

3185. Do you think that native gentlemen would have fulfilled the duties of honorary magistrates satisfactorily?—I think that the sooner native gentlemen residing in the mofussil, are taught that property has its duties as well as its rights, the better it would be both for them and the public. I think a native gentleman values what is called his *izzut*, or honour, beyond everything else, and would appreciate such a compliment being offered him by the Government. At any rate he would take care that nothing occurred in his neighbourhood of such a character as to deprive him of his office.

3186. *President.*] But do you think the exercise of a zemindar's power and influence is compatible

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Mr. *J. Forlong.*

13 July 1860.

patible with the exercise of magisterial powers, as far as the interests of the ryots are concerned? —The great mistake made in bestowing the former honorary offices, was in placing the police under the orders of the honorary magistrate. I think as matters stand now, and with the numerous subdivisions through Bengal, that no European or native gentleman appointed to any such honorary office, would dare to turn it to his own advantage, as the forfeiture of his appointment for so doing would be certain and immediate.

3187. Are you aware that the exercise of these powers of honorary magistrates has been complained of by ryots in evidence before this Commission?—I have heard so, and no doubt any man holding such an appointment would have to discharge a very invidious duty, and lay himself open to complaints, in which there may be no justice whatever.

3188. Granting that the honorary magistrate might be impartial, could he be certain that that distinction would not be perverted to improper ends by his various servants, engaged in either his zemindary or his indigo business?—This might possibly be the case, but it is no good reason for not making the experiment. If you wish evidence of either loyalty or public spirit on the part of the native gentlemen of Bengal, Government must certainly trust them in the discharge of some honorary public duty.

3189. Mr. *Fergusson.*] At what do you estimate the annual cash outlay for indigo in this district?—I believe it is about 18 lakhs of rupees. The outlay of the concerns under my management is about 3,50,000 rupees. In some years it may be considerably more; seed, several thousand maunds of which are required, varying in price from four to 30 rupees; with the exception of the price of the up-country seed, which I use only in the event of not getting *desi*, the whole of the expenditure is confined to the limits of the concern, or to this and the Jessore districts.

3190. Since the mutiny, have you had to pay much higher prices for seed than before; and can you state to what extent it has increased your outlay in any one year?—Yes, I have had to pay very greatly enhanced prices for seed; certainly five or six times the price I should have had to pay under ordinary circumstances. For instance, last year what would have been a very fair outlay for seed in Hurra, Sumada, and Nundunpore, would have been 8,000 or 10,000 rupees; the outlay was 43,000 rupees, and as in the Nischindispore concern *desi* seed was entirely used, the proportion was considerably larger. It has been the great additional cost for seed and a succession of bad seasons, which has prevented the planter's meeting the altered times by a more liberal system towards the ryots; for the factory was frequently paying two rupees eight annas and three rupees a beegah for seed, which was supplied to the ryots at four annas. There is much excuse for the planters not having made a change in the indigo system after the unfortunate seasons; they have had to contend against succession of losses.

3191. What has been the effect of the *purwannas* issued in this district upon your cultivation, and what interpretation has been put upon them by the ryots?—The effect has been in every way injurious. The ryots were bewildered by their frequently altered character, and just chose the portions which suited their own interests. The *purwanna* of the 19th April, however, was the most ruinous of all, as it was addressed to the darogah of Damurhuda. For this *purwanna* there was also no possible excuse; Mr. Maclean, the joint magistrate of that subdivision, was with Mr. Herschel upon the day in question, and had then laid his *dak* to return to Damurhuda. The effect of this *purwanna* upon the Loknathpore, Katchikatta and Nischindipore properties, and upon Khalbolia, was certainly equal to a loss of fully three lakhs of rupees, or 30,000 *l.* sterling; this season it has entirely stopped the sowings, and imbued the ryots with the worst spirit. I have no doubt that the above *purwanna* was the effect of some corrupt practice in the magistrate's court.

3192. Mr. *Sale.*] What do you think has been the effect of the example shown by the planters on the moral condition of the people generally? —I think, as a rule, that the planters have shown a good example to the people around them, and have by various acts of kindness, such as liberally distributing medicines, &c., tried in every way to conciliate and cultivate the good will of the people. While, however, the Government has really done nothing but surrendered the millions of its subjects to the oppressive practices of zemindars, and the still worse practices of the most corrupt police and courts, destroying every thing like public virtue, the example of a few English settlers could have but little effect upon the morals of the people. As far as my experience goes, up till very recently, the only thing Government seemed to care for, was to get its revenue from Bengal, and that at the least possible cost.

3193. *President.*] Is is not rather the case that these courts are merely a vent to the bad passions and low morality of the natives?—Yes, undoubtedly this was much the case; but if the Government had employed European agency more extensively, more particularly in the management of the police, much of the sad results everywhere apparent among the people might have been prevented.

3194. Has the late raising of salaries of the police tended to raise their character, and have you been satisfied that the conduct of the police has been impartial during the late indigo crisis? —The raising of the salaries of the police was certainly a very judicious measure: though sufficient time has not elapsed to introduce any great change into the character of that body. I believe that, however, ere long it may, and men will come forward for employment in the police from a respectable class of natives, who have hitherto held aloof from such employment. The conduct of the police in every district generally represents the animus of the magistrate, and I am very sorry to say that in this district particularly, the police have done its utmost to foment, instead of quieting mischief between the planter and the ryot.

3195. Did you represent to the magistrate any case in which you thought the police had so acted as not to have allowed you fair play?—No, because the conduct of the police is so notorious, that I thought it would be idle to do so. All along the boundaries between the Jessore, Pubna and Kishnagur districts, the ryots in the two former districts sowed their indigo as usual, while the ryots of the Kishnagur villages just adjoining, and under the same manager, refused to do so. This unquestionably was brought about solely by the conduct of the police.

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NUSSI JOARDAR, Inhabitant of Soli Taka, Thanna Hardi, Zillah Nuddea, Concern Bamundi, very lately a Prisoner in the Kishnagur Gaol, called in; and Examined on oath.

Nussi Joardar.

13 July 1860.

3196. WITNESS deposed as follows:—I heard this year that he who was willing might sow indigo, and that such was the order of Government. This season in *Kartik* I had prepared land for cold weather crops, and the *amin* and *takidgir* threw indigo seed on it. This year in *Baisakh* I was put in prison for not sowing. I cannot say how much plant I delivered last year, for I did not go to the factory. Last year I was told that I was down for 3½ beegahs, but on that pretence they sowed six or seven beegahs; my own estimate is that the produce was about 10 carts a beegah.

3197. *President.*] Would not it have been better for you to sow indigo once more this year than to have gone to prison?—I am quite unable to sow indigo any more; I am quite tired of it. The former manager used to give us something, but since the factory has got the permanent lease, Mr. Tripp has not given us a pice.

3198. Mr. *Sale*.] If you never made an agreement, how is it that you lost your case, and was sent to prison?—The *ameen* and *takidgir* gave evidence against me; I cannot say whether the *dewan* did. This case was tried in Baghberria factory, near the Hardi Thanna.

3199. Mr. *Fergusson.*] Would you prefer sowing indigo next year, or going to prison?—No, I would not. I prefer begging. I have a *jumma* of *Rs.* 20. 8., at three beegahs per rupee of rent. I have not been able to cultivate it, as I have been in prison, and my sons are not grown up, and I have no relations, and I could not make any arrangements as I was in gaol.

3200. *President.*] How have you got out of gaol, has your time expired, or how?—My father-in-law sold two milch cows, two bullocks, goats and fowls, and scraped together 36 rupees, of which here is the receipt.

3201. Mr. *Sale.*] Now you are going home, what is your intention to do?—I shall have to work as a day labourer; I have no other means.

JALAL MULLICK, Son of Ameer Mullick, Inhabitant formerly of Khanpore Village, at present of Jangypore, Thanna Kot Chandpore, Zillah Jessore, called in; and Examined on oath.

Jalal Mullick.

3202. *President.*] WHAT statement do you want to make?—I had a quarrel with Mr. Larmour, because he was always sending people to tell me to sow indigo. I presented a petition to the magistrate of Kishnagur, who referred it to Mr. Larmour, and nothing came of it. The *Sahib* measured our lands and demanded increased rents; we refused. I came to Kishnagur and saw Mr. Larmour himself, who handed me over to the magistrate, and on inquiry into my means of livelihood, they found I was of good character, so I got off. After that Mr. Larmour complained against me for assaulting people, and preventing his people from going into the village. This proved unfounded by the Darogah's report. After this Mr. Larmour sent for me to Hilsamari factory and kept me some time, and in the meantime my house was knocked to pieces. I never complained of this. What I have to say is, that whereas I have been represented as a harbourer of thieves, and as having run away at the end of 1856, I have been always to be found since then. And a petition was presented against me on or about August or September 1857, showing that I was at home then.

CHUNDER GHOSE (caste *Goala*), Inhabitant of Chagurri, Thanna Damurhuda, at present a Resident of the Gaol of Nuddea, called in; and Examined on oath.

Chunder Ghose.

3203. WITNESS deposed as follows:—Formerly there used to be some justice in indigo, and men used to be well paid. I have heard so from my father and mother. Now there is no justice. I heard in *Phalgun* last that there was an order that those who had pleasure in indigo might sow it, but as I had no pleasure in indigo I didn't sow. We have no October sowings in our part of the country. I presented a petition to the magistrate saying I did not wish to sow. About a month afterwards the peon took me to the court, and I was asked why I broke my contract. The *amin* and *tekidgir* gave evidence against me; my witnesses to the contrary were not believed. I was cast in damages in the sum of 32 rupees. I used to sow two beegahs and five cottas with indigo. My brother's shareholders have run away; my son is very young and can't work. I was the elder brother, and I used to manage matters, and my brother would not allow me to plough. I can read and write a little. My father-in-law is dead, and there is no one to take me out of prison. It is better I should remain in prison. I shall have something to eat. I was taken away like Seeta, the wife of Rama, by the magistrate. I have 14 days left of my sentence, and I have only two old cows, not worth three rupees. I have nothing to pay my debts, and I owe 200 rupees to my *mahajan*. My zemindar is Pran Kisto Pal, who made over our village to the planter on lease.

BUDDUN MUNDAL (caste *Kyburto*), Inhabitant of Toongi Gopalpore, Thanna Damurhuda, Zillah Nuddea, Concern Ruttunpore, very lately a Prisoner in the Kishnagur Gaol, called in; and Examined on oath.

Buddun Mundal.

3204. WITNESS deposed as follows:—We made a petition, several of us, to the magistrate in *Phalgun*, whereupon we were told that it was optional to sow indigo. In *Baisakh*, I was sued by the factory *Sahib* for breach of contract. The *dewan*, *amin* and *takidgir* gave evidence against me. My evidence to the contrary was, that I had not been to the factory and not received any advances, but it was not believed. I managed to get *Rs.* 55. 13. 8. on the 27th June, and yesterday

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Buddun Mundal.

13 July 1860.

yesterday I got 36 rupees more, which makes up my account. I have been in prison for six weeks, and had six weeks more.

3205. Mr. *Fergusson.*] Did anybody advise you not to sow?—No, nobody did. I saw others presenting petitions, and I did so also.

3206. *President.*] Did you think that you would come out on the right side of the accounts when squared?—Yes, I thought when the accounts of three years were looked into, that I should have come out on the right side. My son managed to get the money to release me from gaol, partly by selling my cows, and partly by borrowing from the *mahajan*. I have a *jumma* of 25 rupees, at 2½ beegahs per rupee.

[Commission adjourned at 6 p.m.

Saturday, 14th July 1860.

PRESENT:

W. S. SETON-KARR, Esq., C. S., President.

Members:—W. F. Fergusson, Esq.; Reverend J. Sale; Baboo Chunder Mohun Chatterjee.

DUDH MULLICK, Inhabitant of Taltolla, Thanna Damurhuda, Zillah Nuddea, Factory Taltolla, Sindari Concern, called in; and Examined on oath.

Dudh Mullick.

14 July 1860.

3207. *President.*] HAVE you sown indigo this year, and if so, what has happened?—My story is as follows: My father was a servant of the factory; after his death they sent for me and gave me a place of *takidgir*. My father was sirdar of the *nij-abad*; I served as *takidgir* for 22 years. I was told to give evidence in a case about *Gurgurria*, but I refused to do so. In *Phalgun*, they sent for me and fined me 100 rupees, which I realized by the sale of cattle. I presented a petition to the magistrate on the 4th of *Phalgun*, saying I would give up my situation. Then I was sued for breach of contract in *Chaitro*, but the factory did not prosecute the case. I have been beaten at the factory and the marks are still on me. Also they have cut down all my bamboos. The factory broke up seven beegahs of my rice lands and sowed it with indigo. I got a decree, and got possession about 19 days ago.

ZIRABDI KARIGUR, Inhabitant of Choto Andula, Thanna Bagda, Zillah Nuddea, Factory Katgarra, Concern Katgarra, called in; and Examined on oath.

Zirabdi Karigur.

3208. *President.*] HAS there been a suit brought against you this year?—I have not sown, and there has been a suit against me. At the close of *Baisakh*, I was told either to sow, or answer to a suit of breach of contract. The *amin* and *takidgir* gave evidence against me, and my witnesses who gave evidence to the effect that I had never made a contract, were not heard; I was cast in the sum of *Rs.* 44. 13. for 3½ beegahs of land. I sold off my cattle, brass utensils and other property, and raised the money; *i. e.* I went into prison, and my brother raised the money for me. I was 26 days in prison.

3209. Was any offer made to you to return the money, if you would sow indigo for this year?—No, not to me, and I never heard of this offer being made to others.

3210. Mr. *Sale.*] You have sown for so many years; what is the reason for this sudden dislike to it this year?—There was a *parwanna* hung up in the market-place of Jadubpore. I could not read it myself, but others read it out; as it ran, that it was optional to sow, and as I thought that, as it was the Company's order, we could get the better in any case or suit, I didn't sow. Every body said that it was a Government *parwanna*, with the Government signature upon it.

3211. You heard of that *parwanna* and refused to sow, when that case for breach of contract was brought against you; now what do you think of it?—We understood that the *parwanna* left it optional to our free will to sow, and as we had no good will for it, we didn't sow.

3212. Baboo *C. M. Chatterjee.*] Will you sow next season?—No, I won't sow. They cut down my date trees, make us break the clods, and weed, and don't let me sow our crop of long pepper, and it is so oppressive that I will not sow. Pepper produces three to four maunds per beegah, and the average price is 25 rupees.

PANJU MULLA, Inhabitant of Arpara, Thanna Hardi, Zillah Nuddea, Factory Jalsuka, Nischindipore Concern, at present a Resident in the Kishnagur Gaol, called in; and Examined on oath.

Panju Mulla.

3213. WITNESS deposed as follows:—I could not sow on account of the injustice. I had sown in the previous *Baisakh*. I understood that there was an order of Government that those who had not entered into an agreement need not sow, and as I had always sown by compulsion, I would not sow any more.

3214. *President.*] Would not it have been better for you to sow this year, instead of going to prison?—No, I would rather be killed with bullets and have my throat cut, than sow indigo.

3215. Did you never complain to the planter at *Jalsuka* if you had anything to complain of?—The planter Sahib is Mr. Newcomen, but the servants of the factory won't let us go near him.

3216. Were your father and grandfather in the

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Panju Mulla.
14 July 1860.

the habit of sowing?—Yes, they were. They had a *jumma* of 13 rupees with one shareholder, my brother. He has been able to cultivate rice this year. We were, 17 of us, sued in the same suit. We were all cast. Thirteen of us managed to give the money; I and three others were not able to do so. I have only two milch cows, and one plough with them.

3217. Baboo *C. M. Chatterjee.*] Will you sow indigo next year on fair terms, supposing there is no oppression, that the *amla* have no opportunity to extort money, that the *Sahib* treats you kindly, and that only the land you agree shall be sown with indigo, and that you shall get a fair profit?—If the system is made very good, and all the country take to sowing again, I may think about it.

ANDAI KULHU, Inhabitant of Ramkistopore, Thanna Bagdu, Concern Kutgarra, at present a Resident of the Kishnagur Gaol, called in; and Examined on oath.

Andai Kulhu.

3218. WITNESS deposed as follows:—For the last 10 or 20 years, I have been sowing indigo. I have been sowing three beegahs, but which the factory people call one and a half. I did not consider that I was under any agreement

3219. Mr. *Sale.*] Didn't you go to the factory and take money?—Ten years ago I went to the factory, and took an advance at 2 rupees per beegah. Since then I received nothing; I was imprisoned for breach of contract, and my son was imprisoned for an affray. I am a *Kulhu*, and make oil; but I also have a plough, and cultivate.

3220. *President.*] Would it not have been better this year to sow indigo than have to go to prison?—No; we only get 10 *chuttaks* a day, which is not sufficient; *i. e.* four in the morning and six in the evening. Still, for all that, I would rather be in prison than sow indigo.

3221. How much indigo did you deliver to the factory the last time you sowed?—I am a mere rustic, and I can't say; but I never got any money for it.

3222. What amount were you cast for?—I was cast in 30 rupees, which my son might have got together if it had not been for this affray. I have been put in for six months for an affray, which, with the three months for breach of contract, make nine months in all.

BUDDUN CHOWDARI, Inhabitant of Tirbela, Thanna Damurhuda, Factory Ail-hans, Sinduri Concern, at present a Resident in the Kishnagur Gaol, called in; and Examined on oath.

Buddun Chowdari.

3223. WITNESS deposed as follows:—My forefathers were under agreement to sow indigo; I was not. I was made to sow by compulsion, and since last year I parted with my cattle. I was cast in damages of 120 rupees for six beegahs of land. I had not a farthing.

3224. Mr. *Sale.*] Couldn't you borrow from the *mahajan* to pay it up?—I am already in debt to the *mahajan* about 200 rupees, and he won't lend me either money or rice.

3225. Baboo *C. M. Chatterjee.*] What *jumma* and what land have you?—I have a *jumma* of 53 rupees, *i. e.* at three beegahs of land per rupee.

3226. If you were allowed to cultivate all your lands with rice and other crops, and no indigo, would you then be able to pay up your *mahajan*?—I would be able to clear the account with my *mahajan* in two or three years. I should give out my land *burga*, or I should establish *koljanna* ryots to cultivate it. I am an old man, and not able to work. I have some sons, one of whom is grown up.

3227. Mr. *Fergusson.*] How much plant did you deliver at the factory last year?—I do not recollect how many bundles I gave last year. I could remember it if I received anything. If the Sahib gives anything the *amla* intercept it. It costs six pice to present a petition to the planter, *i. e.* one anna for the petition and two pice for the writer.

ASTUL MANDUL, Inhabitant of Kanainuggur, Thanna Hardi, Factory Kanainuggur, Concern Nischindipore, at present a Resident of the Kishnagur Gaol, called in; and Examined on oath.

Astul Mandul.

3228. WITNESS deposed as follows:—I and five others were sued for breach of contract. We were all cast, but the others managed to get the money together, and thereby got off. I was cast in a sum of 110 rupees for five beegahs and a half. I understood that there was an order that it was optional with us to sow or not to sow, and, as I considered that I was not under agreement, I did not sow. My cattle and property have been sold, and realized only 32 rupees, and I lie in prison for the balance. I heard that my property had been sold from some villagers who came here; I was sent off to prison as soon as the decree was passed against me.

3229. Mr. *Fergusson.*] Did not Mr. Forlong, with the commissioner of the division, go to the gaol and offer to forego his claim if you would sow?—Yes, some time ago we were called into the cutcherry and told to sow a little indigo, and so get our release, but we said we would rather be killed with bullets than sow again. We thought that some Sahibs would come up from Calcutta and release us.

3230. *President.*] Will you sow indigo on your release?—No; for what with having to give to *amins* and *tukidgirs*, and what with breaking clods, I am become a *fakir*, and beg.

KHUDA BAKSH, at present a Resident in the Kishnagur Gaol, Loknathpore Village, Thanna Damurhuda, Loknathpore Factory, Concern Loknathpore, called in; and Examined on oath.

Khuda Baksh.

3231. WITNESS deposed as follows:—I was in prison about three months for intimidating the ryots. Two syces and two spearmen of the factory gave evidence against me to that effect. No suit of breach of contract has been instituted against me. They have sown my lands forcibly

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Khuda Baksh.
14 July 1860.

with indigo; I had a quarrel with the factory, and in *Phalgun* last I gave evidence against some factory spearmen, who had seized two ryots and imprisoned and beat them in the factory. In that case four servants of the factory were punished. Another person who gave evidence with me has been imprisoned on the same charge of intimidation. I pleaded in my defence that I had given evidence against them, but it was not believed by the deputy magistrate. I was imprisoned about the same time with Titu Chuckerbutty, but he got off by appealing to Calcutta; I appealed to the Judge, but nothing came of it.

3232. Mr. *Sale.*] Why did you not appeal to the commissioner?—I and my brother were both put in prison on the same charge. I appealed to the Judge, and nothing came of it. I was advised to appeal to the Judge by a *mooktyar* named Biressur Singh.

3233. Baboo *C. M. Chatterjee.*] How much did you give to this *mooktyar* as expenses for appealing?—Three of us gave him 25 rupees. The other parties I refer to are Muslin Mandul and Bukshu Mandul. I have four days more to stay out my sentence.

MIR RAMZAN ALI, Inhabitant of Bari Khalli, Thanna Jenaida, Zilla Jessore, Factory and Concern Porahatti; Examined on oath.

Mir Ramzan Ali.

3234. *President.*] WHAT have you come to state to the Commission?—My complaint is, that they make me sow indigo forcibly. I am a *gantidar*, with a jumma of 70 rupees. I have 20 to 25 *koljana* or dependent ryots. I succeeded to my father-in-law's property. Mr. Charles Tweedie is at this factory. There is no use complaining to him.

3235. Have you never complained of anything at the Thanna of Jenaida, which is two miles off, or at the subdivision of Magoora?—No, I have not, from fear. My complaint is, I tell my *bargadars* to cultivate rice, and the Sahib forces them to cultivate indigo, and this goes on from *Magh* to *Baisakh*.

3236. Has the manager of the factory tried to enhance your rents?—With the exception of a small *jumma*, on which he has enhanced a rupee rent, I have no quarrel.

3237. Mr. *Sale.*] Have you any particular quarrel about your *ganti*?—No, I have not. My only complaint is about indigo. The factory sow 24 beegahs, but I call them 30 beegahs. I hold *gantis* to the amount of 80 beegahs, I think. My father-in-law has been dead 14 years, and whether he received anything from the factory or not I can't say, but I know that I have never received anything. Last year, however, I was sent for to the factory, and told that I was in debt to it about three rupees, or three rupees eight annas. I can't say exactly.

3238. Mr. *Fergusson.*] If you are afraid to complain to the courts and the thannas, how is it you are not afraid to come here?—I have come here secretly, hearing that five *Hakims* are sitting to inquire into indigo complaints. I have also to complain that the factory people have cut a khal, that injures my early rice.

BUDAI MULLA, Inhabitant of Ponami, Thanna Jenaida, Zillah Jessore, Narainpore Factory, Hazarapore Concern, called in; and Examined on oath.

Budai Mulla.

3239. *President.*] WHAT have you come here to state?—My father took advances, and I have sown all my life. This year the factory people sowed by force, saying that the talook was theirs. Last year they took two beegahs, this year they took two more. I was unable to complain at the subdivision of Magoora, or the thanna of Janaida. I came secretly here. Last year I delivered plant to the factory, and they told me that I was indebted to it three rupees.

3240. Mr. *Fergusson.*] Have you received any advances?—My father received advances; I did not.

3241. *President.*] Have you any dispute with the factory about rents?—Yes, I have. The *Sahib* asked me for four or five rupees more rent, and this year he took possession of my lands, which I complained of at the Magoora subdivision, and got a decree, and got my possession.

3242. Mr. *Fergusson.*] Did you never receive any advances, or any excess from the factory?—No, never. Formerly I cultivated three beegahs, but, since the *Sahib* got the talook, I was made to sow what the factory call six, but which I say is nine beegahs. I hold a *jumma* of 40 beegahs, and have no shareholder.

3243. If you complained against the *Sahib* at Magoora, under Act IV., how is it you never complained there about these oppressions, and of never getting payments for indigo?—I have been thinking about it all along. Before, I was afraid. Now that I have come here, I cannot say what will happen.

GOPAL CHUNDER DE BISWAS (caste *Kayast*), aged 17 years; can read and write; Inhabitant of Hurrisunkurpore, Thanna Jenaida, Zillah Jessore, Narainpore Factory, Hazarapore Concern; Examined on oath.

G. C. De Biswas.

3244. *President.*] WHAT statement of oppression do you wish to make before this Commission?—I have two ploughs worked by two servants, who cost us seven rupees a month. In former years they used to sow 14 beegahs. This year they sowed 16 beegahs by my servants. My grandfather took two rupees a beegah, but I can't say for how many beegahs. Also in *Baisakh* they cut six or seven bamboos to fence the indigo, to prevent its being destroyed by cattle; I was not paid for this. They also forced me to weed, as two of my servants are not enough. Last year they took my father to the factory and made him sign a blank stamp paper, and sent him away, saying he owed three rupees to the factory.

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BADUL MUNDAL, Inhabitant of Roarkandi, Thanna Hardi, Zillah Nuddea, Factory Kishnagur, Concern Bamundi, called in; and Examined on oath.

Badul Mundal.

14 July 1860.

3245. *President.*] WHAT do you wish to state about your not sowing indigo?—The people of Joyrampore made a petition, and they were told that it was optional with them to sow or not to sow indigo. On hearing this we were pleased, and we made a petition in a body to the magistrate of Damurhuda. The *Mooktyar* of Mr. Tripp was present at the time, and wrote to the factory about it. Afterwards, in the month of *Chaitro*, the *amin* and *takidgir* deposed against me, that there was a contract on my part. I could only get witnesses from my village, but Madub Baboo, the *Nazir*, and Darap Moonshi, one of the *amla* of the court, told to me there was no use my bringing any witnesses from my village, as they would not be believed. So the decree was given against me for 70 rupees. Just at that time there was a case of Act IV. between myself and the factory. I asked for some time to pay the money, so that I might be able to attend to the Act IV. case. No time was given, but I managed to get money brought to me from the *mahajan* through some of the men of my village, and paid the amount of the decree. Then in the Act IV. case the order passed was, that the land should be in the possession of the party in whose possession it was. No name was given. Thereupon each of us said that we were the party in possession. Mr. Tripp managed to get possession through the Darogah. I appealed to the Judge, who said that the land should be in no one's possession until the appeal was decided, and the case is still pending.

3246. Have you been to Calcutta lately?—Yes; I went in *Chaitro* last to appeal to the Commissioner and to Government, and was told that the Company had no profit in indigo. Formerly we were under the impression that the Company had an interest in it, and we could not dare to complain against the Company. Moreover, the *dewan*, *amin*, and *takidgir* told us it was the Company's.

3247. Mr. *Fergusson.*] Did you receive no advances from the factory last year?—No, I didn't. Formerly, I thought it best to sow, and said nothing.

3248. Did you ever hear that the Company derived profit from opium and the excise?—Yes, I have; but I have not seen much of it.

MAIBULLA, Inhabitant of Lakhandi, Thanna Jenaida, Zillah Jessore, Factory Bizuli, Concern Sinduri, called in; and Examined on oath.

Maibulla.

3249. *President.*] HAVE you sown indigo this year?—Yes, I have sown it in *Kartik*, not in *Baisakh*. There are no sowings in *Baisakh*. Since that, my children have been constantly told to weed and pick the ground, so that they have no time to cultivate our rice lands. Besides, we were all under the impression that the lease of the factory had expired in *Baisakh* last, but the factory has paid a large sum of money, I hear, 32,000 rupees, and has got the *jjara* changed into a *putni*, and has taken possession by fixing bamboos. Since then we are called upon to pay one rupee four annas per beegah, instead of eight annas.

3250. Did the planter promise you that if you would sow indigo for him he would not exact more rent?—No.

3251. If he were to make such an offer would you accept it?—Yes. If we were treated kindly we might think about it, such an offer being made.

3252. Has the *Sahib* ever beaten you, or ever treated you unkindly?—Yes; last year I was beaten with a piece of leather by the *Sahib* himself. I had complained about the *dewan*, because I was obliged to sell the clothes of my daughter to satisfy him; I then complained to the *Sahib*, and then to Mr. Meares, of Sinduri. He took up the case, did justice, and dismissed the *dewan*. Mr. Oman, in anger, beat me for this, and I thought it no use to complain to Mr. Meares again. I was also fined at the same time 25 rupees.

3253. What *jumma* have you?—I have a *jumma* of 30 rupees.

3254. Mr. *Sale.*] Have you any thing else to state?—The *Sahib* insists on our working in the vats; we are Mussulmans; and if we do this we cannot get our daughters married.

3255. Mr. *Fergusson.*] Are you willing to cut the plant for this year?—We are willing to cut, but not to carry the plant on our heads.

KAMUL BISWAS (caste *Chuudal*), Inhabitant of Foolia, Thanna Jenida, Zilla Jessore, Factory Foolia, Concern Porahati, called in; and Examined on oath.

Kamul Biswas.

3256. *President.*] FOR what purpose have you come here?—I have been as far as Calcutta, and am come here. In the month of *Ashark*, I was sent for to the factory to furnish carts and coolies. I had never been asked for this before, and therefore refused; I was then confined, and altogether kept for seven days in Foolia and Porahati. I gave a rupee to the up-country burkundaze, and got away. I could not complain at either Magoora or Jessore.

3257. Have you sown indigo this year, and how much?—I have sown about eight beegahs for myself, and they have sown eight more by force, for which they won't pay me the rent. Last year I filled a vat myself; I did it in one day, getting all my neighbours and friends to assist me; I got nothing for it last year; by my account I should have been paid 57 bundles at 4 bundles per rupee; they told me I had nothing to get, on account of my father's and grandfather's debts. This year we have a splendid crop of indigo, I shall be able to fill two vats.

3258. Mr. *Fergusson.*] Do you state positively that you received no advance or excess after delivering that plant last year?—I state so, most positively; I have not done so for the last 20 years; I can read and write; you may see in the factory books my handwriting.

3259. Is your name written in your *jumma* or in that of some of your relatives?—The *jumma* is written in the name of my elder brother, Aradhun Mundal.

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SRINATH BOSE, Inhabitant of Dudkumra, Thanna Koostia, Zillah Pubna, Sudder Factory Salgurmundia, Concern Salgurmundia, called in; and Examined on oath.

Srinath Bose.

14 July 1860.

3260. *President.*] HAVE you sown indigo this year?—Yes, I have, under compulsion, as I have done for the last 10 years. I can read and write, and I have never given any thing in writing. The factory people make my bargadars sow, or else if they cannot get the bargadar at hand, they make their own ryots sow. Last year out of nine beegahs of indigo, I had about 50 to 60 bundles of indigo; it filled a vat, but it is no use my going to the factories, as I never get anything.

3261. Mr. *Sale.*] You are a *be-ilaka* ryot; how is it you do not get anything; why don't you complain to your zemindar?—They sow by force. I complained to Ram Rutton Roy, and he said that these things were with the magistrate; he also said that in another case in Dihimari there had been a case of similar dispute, when his *naib* got imprisoned for one year and a half, therefore he could not meddle in these matters.

3262. *President.*] Did you ever complain to Mr. Kenny in former days?—I did complain to Mr. Kenny about my getting nothing from the indigo, and he referred me to the *dewan*. The *dewan* told me I had nothing to receive. I have delivered capital plant to the factory. I had some good rice-land through which the *Sahib* cut a *nulla*, by which means the *Sahib* got some splendid crops of indigo.

3263. Mr. *Sale.*] How much land do you sow with indigo?—Before this year they used to sow nine beegahs, this year they took a *khada*, which is 16 beegahs.

3264. *President.*] Have you anything else to complain of?—Yes, a peon is set over us to watch the weeding, and we have to pay his *khuraki*, meals, and also have to pay for putting our plough through the indigo, when it has reached a certain height.

3265. Mr. *Fergusson.*] Do you intend to cut the indigo this year?—I have been cutting it.

SUBID PARAMANIK, Inhabitant of Mullatagur, Thanna Koostia, Zillah Pubnah, Factory Chauchua, Concern Salgurmundia, called in; and Examined on oath.

Subid Paramanik.

3266. *President.*] WHAT have you come here to represent?—Last year, for the first time, I was made to sow six beegahs; I had never sown before. This year I was laid hold of and taken into Salgurmundia factory and kept there for ten days; on my agreeing to sow indigo and to sign the *khata* books, I was allowed to come away; this year I complained to Hurunath Baboo at Calcutta; he referred me to the magistrate of Pubna; I complained to the magistrate; nothing was done on my petition, but on a counter petition of the factory, four *balagushtees* were sent, who assisted the factory people to sow my lands.

3267. Mr. *Fergusson.*] Did you ever get any advances or excess?—No, not at all.

3268. Mr. *Sale.*] As you are a *be-ilaka* ryot, how is that they are able to force you to sow?—We were near the *Sahib's* property, and without the *Sahib's* permission we cannot drink water.

NUFFI MUNDAL, Inhabitant of Mookturpore, Thanna Dowlutgunge, Factory Nischindipore, Concern Nischindipore, called in; and Examined on oath.

Nuffi Mundal.

3269. Baboo *C. M. Chatterjee.*] WHAT is your *jumma*, and what do you sow with indigo?—I have a *jumma* of 60 rupees, comprising 180 beegahs of land; I sow 10 beegahs according to factory measurement; by mine it would be about 15. I have been sowing indigo for a long time. I am paid for my indigo at the rate of four bundles per rupee; this is sufficient to give a profit. Last year, I gave 40 bundles of indigo; I meant 100 bundles; by mistake I said 40.

3270. Can you tell what is the expense of cultivating a beegah of indigo?—

	Rs.	*a.*	*p.*
10 Ploughs, at 3 annas each	1	14	–
Weeding	1	–	–
Cutting	–	6	–
Seed	–	4	–
Rent	–	5	4
Rs.	3	13	4

Thus *Rs.* 38. 5. 4. rupees for 10 beegahs.

3271. *President.*] On your indigo lands are you allowed to sow cold weather crops, and what is their value?—I sow linseed and sometimes mustard; sometimes I get two, three or four rupees, at others nothing.

3272. Baboo *C. M. Chatterjee.*] You have stated that indigo is profitable for you; by your own showing you have got 25 rupees for your plant, when your expenses were 38-5-4; how is it that you say you get a profit for it?—I don't know; if the crop is good we make something; if not, we are losers.

3273. Mr. *Sale.*] Did you get anything for seed last year?—Yes, I got five rupees.

3274. *President.*] Are you satisfied to sow indigo?—The *talook* is the *Sahib's*; where shall I go if I do not sow?

3275. Baboo *C. M. Chatterjee.*] Supposing the *Sahib* were not your zemindar, would you sow?—If he were not my zemindar I would not, but if it were profitable I would sow anything.

3276. Are you employed as a servant in the factory?—No, I am a cultivator.

3277. *President.*] You sow 10 beegahs, what do you do with the rest of your lands?—I sow two *khadas* or 32 beegahs with rice, and the rest I sow with wheat, mustard and linseed.

3278. Baboo *C. M. Chatterjee.*] How many ploughs and head of cattle have you?—I have 12 head of cattle; that is, three full ploughs, 10 milch cows and two calves. I have two houses and a cow-house.

3279. Mr. *Sale.*] Then we are to understand that you are content to sow indigo?—Yes, I am content to keep on. I don't say that there are not oppressions, such as seizing my ploughs and carts sometimes, but the *Sahib* is good, and I am content to keep on.

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SIKUNDAR MUNDAL, Inhabitant of Baniapookur, Hardi Thanna, Zillah Nuddea, Concern Bamundi; Examined on oath.

Sikundar Mundal.

14 July 1860.

3280. *President.*] WHAT do you wish to represent before this Commission?—Last *Kartik* they broke up my wheat and cold weather crops and sowed their indigo. I complained to the *hakim* who came up in *Chaitro*, who told us that it was optional to sow indigo or not. Therefore I did not sow, on which I was sued for breach of contract. But the cases of one village being dismissed, those against the other three were withdrawn; among which my case was, since then I have heard no more of it.

3281. Then if your case was withdrawn, what have you to fear?—They cut my *babul* trees, and don't pay me for it; they don't allow me also to cut my stubble, but take it to the factory to feed the cattle.

3282. Mr. *Sale.*] Are you content to sow indigo again?—No, I cannot sow any more.

3283. How much land have you?—I have one *jumma* of 32, and another at 24 rupees, and the *nirik* of which is five or six annas per beegah. I have a very old *potta*.

3284. Who is your zemindar?—Surbeshwar Mustofi.

[Commission adjourned at 6.15 P. M.

Monday, 16th July 1860.

PRESENT:

W. S. SETON-KARR, Esq., C. S., President.

Members:—W. F. Fergusson, Esq.; Reverend J. Sale; Baboo Chunder Mohun Chatterjee.

Mr. HUGH SIBBALD, Manager of the Nundunpore and Sunada Concerns, called in; and Examined on oath.

Mr. H. Sibbald.

16 July 1860.

3285. Mr. *Fergusson.*] HOW long have you been an indigo planter, and in what districts have you had experience?—I have been a planter for 15 years; the whole of which time I have been in the Nuddea district. I learnt the business at Nischindipore, and for ten years have been manager of the Nundunpore and Sunada concerns.

3286. *President.*] Have you experienced any difficulty in inducing your ryots to sow this year?—I have not had much difficulty. I have been obliged to persuade them in some instances, but ultimately have gained my end. My estimate of cultivation last October was for 11,000 beegahs, and I have sown 10,500. I should state that out of that in the above concerns, there are 64 villages, of which 16 are *be-ilaka*, and the cultivation of these is a fair average.

3287. In the case of the 500 beegahs not sown, did you voluntarily relinquish that extent of cultivation, and if so, is it in one or two villages, or in detached pieces all over the concern?—It is in detached pieces all over the concern. With the exception of about 100 beegahs, I voluntarily gave up the rest, owing to the inability of the ryots to sow. In the case of the hundred beegahs, the ryots in several villages did not wish to sow.

3288. Have you had occasion to resort to the new Act for breach of contract, and have you gained any suit under that Act?—No, not in a single instance. We did commence a suit against a man named Makoo Mir, but he sowed, and the case was of course relinquished.

3289. Mr. *Sale.*] You are aware that some planters in the Kishnagur district have met with considerable difficulty in getting ryots to sow; can you account for their difficulties and your comparative freedom from such?—I am not aware that my system differs from that of any one else. Now and then I have had difficulties with the ryots, but I have always managed to settle with them. I have had very little difficulty with the zemindar, even this year.

3290. *President.*] Do you not speak Bengali fluently, and are you not in the habit of giving ready access to your ryots on all occasion?—Yes; thirteen years ago, I was examined by the late Major Marshall in reading, writing and speaking Bengali in Fort William, and have had occasion to speak it ever since, and I am in the habit of giving free access to the ryots at all times.

3291. Have any cases been brought against you or your servants in the criminal courts; or on the other hand, have you had to institute cases yourself, in the criminal, revenue or civil courts?—I have been 15 years in the country, and have never personally appeared either as plaintiff or defendant in either civil or criminal court. I have never had any revenue cases in former years.

3292. Mr. *Sale.*] Are you in the habit of leaving much power in the hands of your native subordinates, and what means do you take to prevent extortion or oppression on the part of your *amlas*?—Yes; a good deal of power is left in the hands of my subordinates, because the property is more than 20 miles in length. And the only means I have of preventing extortion is by allowing access to every one, high or low, at all times in cases connected with indigo. I have constant complaints made to me by the ryots. Formerly I used to redress grievances to a great extent; but of late I have not ventured to do so, fearing the responsibility which attends doing so, from the practice being disapproved by Government.

3293. Mr. *Fergusson.*] On your return from England, three years ago, did the ryots make any manifestation when you came back to the factories?—I was met about seven miles from Nundunpore by the darogah of the Mihirpore Thanna, several zemindars,

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Mr. *H. Sibbald.*

16 July 1860.

zemindars, and hundreds of ryots of all classes; many of whom accompanied me all the way to Nundunpore.

3294. *President.* Was any mention made within the limits of your concern, of any *parwanna* or of orders of the Government as to indigo?—Since September last these rumours have been very prevalent throughout my villages. The first mention was, that the Government would not sanction indigo any more, and these were distorted in a hundred ways as only the lower order of people are capable of doing. As an instance of unfounded rumours and of the nonsense which is circulated, I have been asked by respectable natives who wore stockings, if a tax had not been laid upon that article.

3295. Have the common people even in conversation with you ever quoted the orders or influence of missionaries concerning indigo?—Since September last, the name of Mr. Bomwetsch has been openly mentioned by the ryots, and he was regularly believed to be their *mookhtyar* in the indigo question. I judge from their conversation that many ryots have been to Mr. Bomwetsch to consult with him. I have heard no other clergyman's name mentioned.

3296. Do you think the ryots in your part of the country were formerly impressed with the idea that Government had any share in the profits of indigo?—No, I never heard such an idea expressed, either by any ryot or other person, not even this year.

3297. Baboo *C. M. Chatterjee.*] Could you or the factory people ever have talked to the ryots in such a manner as to lead them to believe that such was the case that the Company had a profit?—I think not, as being in constant communication with the people I should have heard it.

3298. Mr. *Sale.*] On the whole and making allowance for the habits of exaggeration common amongst the natives, what do you think has been the nature of the influence exercised by Mr. Bomwetsch among the ryots?—I think it probable that the ryots have gone to Mr. Bomwetsch with their grievances exaggerated or otherwise, and that he has given them advice or encouragement.

3299. Mr. *Fergusson.*] Have you found difficulty in obtaining coolies and carriage for your manufacturing, and have you had to pay higher wages this year than usual?—No, I have had no difficulty in obtaining carriage or coolies for my manufacturing this year, but I have had to pay higher than usual.

3300. *President.*] Have you ever had to complain about the conduct of the police, as not affording you fair support?—No.

3301. Mr. *Fergusson.*] Are you aware that the Bengali pamphlet headed "Oppressions of the Planters," and printed at the Hindoo Patriot Press has been circulated gratuitously through the district?—Yes, within the past two years the pamphlet has been very generally circulated throughout the district.

3302. *President.*] Are your factory books kept on the same principle as those of the Nischindipore concern?—I know that they are kept on the same principle as those of the Nischindipore concern; but I am not in the habit of looking at them.

3303. Can you state the amonnt of the following charges in your concern, *viz.*: stamp, seed, carting and landing charges?—Stamp two annas, seed four annas, no cartage, no landing charge.

3304. Can you state what is your general practice as to making advances to ryots who may be on the wrong side of your books?—I do not give such ryots cash advances as a rule, but I do very frequently give them money. Besides that, if a man's balance is heavy, in very many instances I strike off a large portion of the amount. Also I give money varying from one to fifteen rupees or even more. Ryots whose houses have been burnt, or who have otherwise fallen into misfortune, or are helped to clear off their *mahajan's* debt. These sums are generally pure gifts, especially in cases of accidents and misfortunes.

3305. Mr. *Fergusson.*] Do you open a fresh set of books on the 1st of October every year, and is it your practice to enter on the 1st of October any sums which may have been previously disbursed on account of the season, commencing on that date?—Certainly, when the new book is open, the first entries will be the sums which have been disbursed previous to that date, on account of the new season.

3306. Will you describe what the book called the *Purtanjat* is?—In the *Purtanjat* you have entered the number of cattle the ryot has, the amount of land he has engaged to sow, the amount of advances, and the amount of his debt.

3307. After these particulars are entered, there would be no further writing in that book, and it would not be in use, unless you wished to refer to it?—No, I certainly think there would be nothing more written in it, nor would it be in use, except occasionally as a reference to a ryot's account.

3308. Have you this year taken a greater number of formal *kabulyats* than usual?—I have seldom taken *kabulyats* from ryots at all, but I have done so this year in Sunada, though not in the Nundanpore concern. I did so on account of rumours of difficulties.

3309. Do you remember where you got the stamp for these *kabulyats*?—No.

3310. Baboo *C. M. Chatterjee.*] When stamp papers are required for the factory, do they take stamps wherever they can find them?—From not having been generally in the habit of taking stamps, I am not qualified to answer this question.

3311. Mr. *Fergusson.*] Is not the collector's cutcherry shut for the sale of stamps at that time of the year?—During the *Durga* festival and *Lucki Pooja* holidays, the cutcherry is shut for some time. The stamp vendors under the collectors go by the Civil Courts and take a much longer holiday.

3312. Baboo *C. M. Chatterjee.*] Are there not stamp vendors in the interior of the district of Nuddea in large villages, such as Ranaghat, Ulla, and other large villages?—I believe there are.

3313. Mr. *Fergusson.*] Did you remember finding any difficulty this season in procuring stamps on account of these holidays?—Yes, I remember at the time of giving advances either in the end of September or in the beginning of October at Sunada, owing to the *Doorga* holidays my people were unable to get the stamps from the regular source, and were obliged to purchase them from *mahajans* and others.

3314. Baboo *C. M. Chatterjee.*] Within your experience do you know of any oppression committed by planters, such as forcibly taking away the cattle of the ryots, committing affrays, arson and kidnapping people?—I have heard of such things, but personally I have no knowledge of them.

3315. *President.*] Were you in the habit of taking *kabulyats* for indigo from ryots not resident

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dent in villages belonging to the concern?—I have not been in the habit of doing so. I cannot recollect any distinct case of ever having done so. I believe it is the custom in other concerns to take *kabuliyats*.

3316. Notwithstanding this, was it still the custom to charge the ryots two annas for stamps?—It has always been the custom for years.

3317. Baboo *C. M. Chatterjee.*] Do you not generally find ryots act honestly with you and abide by such contracts as you have stated?—Yes, unless excited or instigated by evil disposed persons to do otherwise.

3318. Mr. *Fergusson.*] Have you made any large extent of roads, and have you ever charged your ryots anything towards the road fund?—I have lined out 32 miles of road, and planted the greater portion of it with trees on each side. I have never made the ryots pay a pice towards its expense; and only on one occasion, after application, I received 500 rupees from the ferry fund. I always paid the ryots for their labour upon them.

3319. *President.*] What is your amount of collection of rents, and have you had any difficulty this year in the collection of them?—The amount of my annual collections, amounts to something beyond 60,000 rupees. In other years, up to this period, I have generally been enabled to collect four annas of the rent, whereas this season, owing to the troubled state of the district, I have only been able to realise one anna.

3320. Do you ascribe any part of this difficulty to the operation of any section of Act X. of 1859, as for instance, section XI.?—Almost entirely so; as if I had that power which has been abrogated by section XI., I should have collected the whole amount.

3321. Mr. *Sale.*] Have you any reason to believe that your ryots are acquainted with section XI., and have they availed themselves of it?—I think that almost every man within my line, is acquainted with section XI. of Act X.; or rather has an exaggerated idea of benefits that are to be conferred upon him in excess of what is comprehended in section XI.

3322. *President.*] Then, you are not of opinion that sections CXII. to CXV., regarding distraint of crops, &c., will enable zemindars and talookdars to realise the rents?—No, I fancy that without the power that has been abrogated by section XI., the powers conferred by this last named section will not be sufficient.

3323. Do you object to the other portions of the Act which tend to give independence to the ryots, and to consolidate and secure their rights?—No, I can't in justice object to the other portions of the Act.

3324. Have you any *jotes* or *jummas*?—We don't hold *jotes* or *jummas* from ryots. We have some waste and unoccupied lands from the zemindars, which we cultivate for *nij-abad*, and obtain leases from them as well as leases of *churs* from zemindars.

3325. Mr. *Fergusson.*] If obliged to apply to the courts under this Act, what do you think would be the effect on the part of landholders, native and European, who have not other large means?—I think the property would be put up for sale at the Government auction.

Mr. *H. Sibbald.*

16 July 1860.

3326. Will not a liability to this seriously increase the present difficulty to indigo planters?—It will very seriously complicate them, for whereas we had to wrestle with one difficulty, we shall now have to wrestle with two.

3327. Mr. *Sale.*] But, practically, have you found section XI. to influence your indigo operations unfavourably?—Not practically, but there is an uneasy feeling shown, which I attribute partly to the new position in which the ryot has been placed.

3328. *President.*] And have you been deterred by the wording of that section from sending your servants to call your ryots as heretofore?—Most certainly I have been deterred.

3329. Mr. *Fergusson.*] Do you think there is any machinery for obtaining and enforcing the decrees which it may be necessary to sue for under that Act to enable you to realise your rents?—No, I think that the present machinery we have, will prove utterly inadequate, and I believe that the same unwillingness on the part of the ryots to pay rents has been felt by all European landholders throughout the district, and is extending to the native zemindars also. Under these circumstances I think a change should be made in the present mode of conducting business. I think that 15 collectors would not be sufficient for the work.

3330. *President.*] Then you do not think that it would suffice to vest every moonsiff within these districts with powers under Act X.?—If there is no other agency available, I certainly would recommend that the moonsiff be vested with those powers, for the present at least, as the rice crop will be ripe within a month. And if the ryots manage to get that rice cut without some relief being given to the landlord by the Government, I think that many properties will be sold off, especially the smaller ones.

3331. Are you in part proprietor of Nundunpore and Sunada concerns?—Yes, I am a three annas shareholder in these two concerns.

3332. Do you think it will be necessary to make any changes in the system of indigo planting on account of the late feeling among the ryots?—Of course, when such a feeling has been prominently put forward, it will be necessary to take measures to render the ryots as willing to cultivate indigo as before. I am not prepared to state exactly what changes must be made, but in reference to the items mentioned before the Commission, I think that the charge for seed for sowing, and carriage may be given up. And that liberty may be given to the ryot to dispose of the seed grown from the stumps, in any market he chooses.

3333. Baboo *C. M. Chatterjee.*] Do you consider your accounts mutual and annual, and do you square your accounts every year with your ryots; are you of opinion that this practice should be universal?—I do so, and think that the practice should be universal.

GEORGE RICHARD JAMES MEARES, Manager of the Loknathpore Concern, including Sinduri, Goldar, Loknathpore, Kalispore, and Bizuli, called in; and Examined on oath.

3334. *President.*] Do you wish to file your answer to the Commission's circular, as part of your evidence?—Yes, I wish to file it as part of my evidence, with a supplement correcting a statement regarding the cultivation of a beegah of *nij-abad*, which, owing to the rise of prices, was more than I estimated. In the supplement there is a statement of the cost to a ryot of the cultivation of

Mr. *G. R. J. Meares.*

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Mr. G. R. J. Meares. 16 July 1860.

of rice and indigo. This is taken from the statement of the *gomashta* and some ryots, which was taken for the purpose.

3335. Will you state to the Commission the difficulties which you have had this year in inducing ryots to cultivate, and to what cause or causes do you attribute those difficulties?—This year, out of 40,248 beegahs we have sown 28,000 beegahs, and that after a considerable difficulty owing to the ryots firmly believing that it was the wish of Government that indigo should be discontinued, which the *darogahs* and *burkundazes* under them did their best to impress upon the ryots' minds, and on the arrival of Mr. Herschel in the district, his bias against indigo planting being so clear, that both the police and the ryots made the most of it. The landholders who have given me most trouble are the *putnidars* of the Joyrampore village close to the Loknathpore factory. Other talookdars have not opposed us openly, but I have no doubt that they have done so privately through the ryots. I am led to suppose this from the opposition experienced from the ryots, which the talookdars could have prevented if they liked. I believe the first cause of the difficulty was the Baraset *perwannas*. I refer to the Kallaroa *perwanna*, and I refer to Mr. Eden's proceedings altogether.

3336. Did you ever apply to any of the talookdars this year for any assistance to induce the ryots to sow?—Yes, I did to several. They all expressed their willingness to give me assistance, but at the same time said that they had little or no power. I heard they wrote letters to their *naibs*.

3337. Were these men the talookdars of villages not held by the concern, or were they the talookdars from whom you obtained *putnis* and *ijaras*?—They were the talookdars from whom we obtain *ijaras*.

3338. In which villages did you experience most difficulty; in villages held by the concern, or in villages not so held?—I think we had equal difficulty, but I think the ryots of the *putni* villages are now showing a disposition to come round more so than the *be-ilaka* ones.

3339. In villages not held by the concern had you any open opposition from the talookdars?—We had neither opposition, nor assistance.

3340. Have you any personal or distinct knowledge of any emissaries going about the district and instigating ryots?—I have no personal knowledge, but I have heard so from many natives. I understand that the *mooktyars* that have come up to Damurhuda have done so. I also heard yesterday at Khalbolia, that they are instigating the ryots not to pay their rents.

3341. Mr. *Fergusson.*] What portion of the cultivation which you did sow was in Jessore and Nuddea respectively?—I sowed 11,000 beegahs in Kishnagur and the remainder, *i. e.* 17,000, in Jessore.

3342. Were the 17,000 beegahs sown in Jessore, nearly the whole of your arrangements in that district?—They were the whole; we had no difficulty ultimately in Jessore. We ought to have sown 23,000 beegahs in Nuddea, but only 11,000 were sown.

3343. Do you attribute your not being able to sow in Kishnagur to the *parwannas* issued in that district, and to which of them particularly?—Certainly, and particularly to that one of the 19th April, at which time all our ryots of Loknathpore, Goldar and Khalispore, showed a willingness to sow, but on the arrival of that *parwanna* they at once sowed all our indigo lands down with rice.

3344. Did the ryots interpret the wording of those *parwannas* as giving them an option to sow or not, as they liked?—Entirely. They only looked to that part of the *parwanna* which suited themselves, and interpreted it as giving them full permission to do as they liked.

3345. Have you experienced any difficulties in obtaining coolies and carriage for your manufacturing this year?—Yes, and although we are paying double for coolies, carts, and boats, and although the men have taken their advances, they do not now wish to fulfil their contract, and have in many instances taken their money to the thanna to return it.

3346. Have you previous to these seasons found the ryots take their advances of indigo willingly, and have you ever forced advances upon ryots?—I have always found ryots willing to take advances, and have never forced them. I have in some instances reduced the extent of their cultivation.

3347. Have you ever found opposition from ryots in previous years?—Yes, I have often found opposition from ryots, but not on account of indigo advances. They have been instigated to oppose the factory for the purpose of making us take the property in *ijara* or *putni*. When I first went to Sinduri, the lease of 11 villages belonging to the late Baboo Ram Ruttun Roy had just expired. I asked him to renew it, which he said he would do after measuring and reassessing them. The ryots opposed his measurement, and I then offered him 2,000 rupees in excess of the former *jumma* paid by Mr. Savi, on which Mr. Savi had an annual loss of 1,000 rupees. He would not consent. The ryots then begged me to protect them, which I did as far as I had it in my power, by preventing his sending in *lattials* into the village. After some five years he then gave us a *putni* of those 11 villages at the rate of 6,700 rupees annually and three years' purchase.

3348. Baboo *C. M. Chatterjee.*] Did you also send *lattials* on those occasions?—I sent *burkundazes* and *piadas* belonging to the factory, and the ryots receiving that support from the factory were quite able to protect themselves. This was before I got the *putni* from the Baboo.

3349. *President.*] Did not affrays take place on those occasions between your servants and the servants of Baboo Ram Ruttun Roy?—No serious ones.

3350. Was there not any serious case arising out of that dispute?—After getting the *putni* from Ram Ruttun Roy, I then proceeded to measure and re-assess, when the ryots went over to Ram Ruttun and asked him for assistance, as they were willing to pay any rents. Ram Ruttun then sent a number of men, who attacked all my *cutcherries* and *looted* them. And in the evening the same men attacked my house in Sinduri, but we were lucky enough to beat them off. The case came before the magistrate, who sentenced the Baboo's head man to three months' imprisonment, but he got off after 26 days, on appeal.

3351. Had you any trouble yourself on enhancing the rents of the ryots, so as to meet the demand made by the zemindar?—I had no trouble in measuring the lands. They allowed my servants to go into the village and complete the measurement; but after the dispute related above, the ryots of four villages ran away, and some of them never returned. It took me two or three years to replace them. Now I have got my *jumma* in that *putni* full.

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3352. Baboo *C. M. Chatterjee.*] Was it not before Mr. Herschel took charge of the district that the ryots presented petitions stating their unwillingness to cultivate indigo, and that four to five hundred ryots besieged the magistrate's court daily; and did not Mr. Herschel discourage the presenting of such petitions?—We had no trouble with our ryots till Mr. Drummond came into the district with Mr. Reid, the officiating commissioner, when some Joyrampore ryots made a general petition to Mr. Drummond against the factory. This was about the middle of December last. I am not aware that Mr. Herschel discouraged the ryots presenting petitions.

3353. Was it not long before the issuing of these *parwannas* that the ryots of Hanskali and Govindpore quarrelled with the factory and put a stop to the cultivation of indigo some two years ago?—I am not aware when the ryots of Hanskali first quarrelled with the factory.

3354. You have stated that the ryots willingly took advances. Is the cultivation of indigo profitable or otherwise to the ryots?—If you calculate the ryot's labour at the market price, and considering the high price of rice now, I do not think that indigo pays the ryots, but that is entirely his own fault, as if he gave the same attention to the growth of indigo as he does to rice, I feel certain that it would do so. At the same time, I think indigo pays the ryot fully as well as early rice.

3355. You have put in a statement in which you state the cost of cultivation of a beegah of indigo at three rupees one anna; what would be the produce of that beegah in bundles?—A ryot who pays any attention to the cultivation would realize 12 to 16 bundles, but if he paid as much attention to indigo as he does to his *dhan* crop, he would easily realise 20 bundles per beegah.

3356. Do you consider one rupee fifteen annas per beegah a sufficient advancement for a ryot to cultivate indigo, knowing as he does that it is a very precarious crop?—Yes, I think it amply sufficient, as by being an indigo ryot he enjoys incidental and collateral advantages which he would not otherwise do.

3357. *President.*] Will you state the precise nature of those advantages?—We always protect our ryots from the oppressions of the *mahajan*, also from that of the police to the best of our power. We also lend money to ryots without interest; they also get medicines from the factory when required; and we keep schools, where they can send their children without paying for it. I spend a large sum yearly in medicines; besides, we seldom assess ryots to the full extent of the pergunna *nirik*.

3358. In this case must there not have been other causes at work besides the mere misapprehension of the orders of Government to make the ryots exhibit so decided a dislike to indigo as they have done?—I don't think that among my ryots this was the case, but I have no doubt with regard to other places it was the case.

3359. Mr. *Fergusson.*] Was not the late and sudden rise in the price of rice a strong inducement to the ryot to prefer it to indigo?—No doubt rice, being an edible crop, it was preferred by ryots to indigo, and they could always obtain advances from the *mahajan* by sowing it.

3360. Baboo *C. M. Chatterjee.*] Do you not think that if the ryot is allowed to cultivate all his lands with rice and other crops of his own liking, such as oilseeds, chillies, long pepper, sugarcane, &c. he would be able to pay up his *mahajan's* debts in a short time?—No, I do not think so. They are such an improvident set.

Mr. *G. R. J. Meares.*

16 July 1860.

3361. Mr. *Fergusson.*] If they refuse to sow indigo, will you allow them to sit at the same low rate as they have hitherto done, and what is the rate of rent generally within your zemindary?—No, certainly not. The Mahomed Shahi *nirik* is one rupee four annas for rice lands per beegah, but we seldom take more than 12 annas to a rupee. In the Sahoujial Pergunna, the rate is six annas two pie per beegah, and our ryots pay us from four to five annas.

3362. Do you know if the ryots in Jessore are this year sowing as they usually do for indigo seed?—No, they have sown little or no seed this year, and are under impression, as they themselves have told me, that they will be punished with 14 years' imprisonment if they do so. I sent for several ryots of the Sindnri concern, and told them to sow their indigo for seed as usual, which they consented to do in my presence. Ten days afterwards, my *gomashta* told me that those ryots had come to him, and said that it was impossible for them to sow for seed, as a peon from the thanna had gone through their villages forbidding them to sow, and telling them that if they did so they would be punished. Other ryots consented before my *gomashta* to sow, if I gave them a letter holding them harmless, which I of course agreed to, on which they said that they could not sow without a letter from Government.

3363. Can you state what quantity of land is usually sown for seed within your limits, and state any instance of sums that a man has made by seed per beegah?—I should say about 2,000 beegahs are sown purely for seed. I have paid as high as 52 rupees myself to a man for the produce of one beegah, and on the other hand I have paid as low as three annas a maund for seed.

3364. Baboo *C. M. Chatterjee.*] Instead of cultivating indigo for you at two rupees advance, would it not be more profitable for ryots to sow for seed instead of indigo?—It would be useless, as the consumption of seed is limited, and it is determined by the quantity of indigo plant to be sown.

3365. Mr. *Sale.*] The estimate you have given for the cost of *nij-abad* cultivation is for high lands, and in it two diggings are charged for, are the ryots never required to dig for *ryotti* cultivation?—No, they rarely dig.

3366. In the estimate for cultivating a beegah of indigo under the *ryotti* system one rupee is charged for ploughing, and in the estimate for a beegah of *aous* rice, one rupee eight annas is charged for ploughing, does the *aous* rice require more ploughing than indigo?—The ryots generally plough their rice lands better than they do for indigo.

3367. Again, four annas are charged for weeding indigo, and one rupee eight annas is charged for weeding rice?—Unless rice lands are thrice well weeded they will yield nothing, whereas if indigo is only weeded once it will stil lyield a crop.

3368. *President.*] How many cases of breach of contract have you thought it necessary to institute this year, and with what result?—In the Sinduri Division I myself have instituted a very few cases, certainly under a hundred, with a very unsatisfactory result, having only gained 19 decrees, and that was from Mr. Maclean. Since the Principal Sudder Ameens have come, I have withdrawn all cases throughout the whole of the factories, as it was perfectly useless carrying them on. The proofs which we are enabled to bring

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Mr. G. R. J. Mears. 16 July 1860.

forward are not approved of by those gentlemen, although they were considered sufficient by Mr. Molony and Mr. Maclean.

3369. Will you explain the sort of proofs which you brought forward, and on which you gained decrees?—I gained decrees from Mr. Maclean on production of the factory books, which all agree, and which were supported by the evidence of the factory servants, and in many cases of my assistants.

3370. Did you produce contracts on stamp paper in any cases?—No, only in a few, as we don't usually fill up contracts. They are only filled up in cases when we apprehend trouble from ryots.

3371. Did the Principal Sudder Ameens at all indicate any kind of additional evidence which might have satisfied them?—They dismissed cases for the most trivial reasons. In some cases the plaintiff was not present when the case was called for. With regard to my own cases, I was not present, and can't say about any additional evidence.

3372. Have you any of those decisions dismissing cases by you?—No, I personally applied to Mr. Bell for copies, when he told me that they were all sent in original to the Commissioner. My *mooktyar* applied the very day the cases were decreed, and I applied personally a day or two before.

3373. Mr. *Fergusson.*] Do you believe that the interference of the Commissioner and of the Government in sending circulars and removing the persons appointed to decide these cases affected the judicial independence of these officers?—Certainly, I think it has done so with regard to the Sudder Ameens, but not with regard to the magistrates. At the same time they were very much puzzled how to act, as new tabular forms and instructions were sent to them continually.

3374. Mr. *Sale.*] Were you always required to prove a cash advance, or was it sufficient to prove a transfer to the rent account, or a debt against the ryot?—With regard to my cases, they were on account of cash advances. I was anxious to bring up a number of cases where a transfer to the rent account had been made, but Mr. Ritchie, the Advocate General, gave it as his opinion that such cases were inadmissible under the Act.

3375. *President.*] Was any attempt made by the magistrates to point out distinctly to the ryots the inevitable consequences of a refusal to sow, followed by a decree for breach of contract?—I know that such was the case in the case of Mr. Molony and Mr. Maclean, but whether Mr. Herschel did so or not, I can't say.

3376. Mr. *Sale.*] Did you demand any definite amount as damages from the ryots, or was the amount settled independently of you?—The rate of damages rested entirely with the magistrate, and that rate was changed so often that we did not know what standard to take in making our claim.

3377. Mr. Forlong has stated in his evidence that when there are contracts, ten rupees a beegah are the penalty of the non-fulfilment. Is it according to your experience?—I do not remember if there is a fixed penalty in the *kabulyat*, but it will be seen from the copy sent me.

3378. Mr. *Fergusson.*] Then, do you consider that the Act as at present worked is a nullity, and affords no redress to your wrongs?—I consider it perfectly as a dead letter.

3379. *President.*] Have you realised the amount of damages decreed to you, or have the ryots preferred to go to gaol?—All the ryots that I got decrees against went to gaol at first, but several of them paid off within a few days and got out again. I can't say how many there were, although I have applied frequently I have not been able to ascertain. In the cases brought up by Mr. Chardon several of the ryots paid off on the spot.

3380. You stated in a previous answer that the police increased the difficulty between yourself and your ryots; did you represent this to the magistrate?—Yes, I did represent it to the magistrate himself verbally, but he said he did not believe it to be the case.

3381. Baboo *C. M. Chatterjee.*] Did you present any specific charge against any particular police affair to the magistrate?—Mr. Chardon did so against Kailas Chundur Roy, darogah of Damurhuda, who came into the Chandpore factory with several police *burkundazes* and some 80 village *lattials* from the Joyrampore villages. He came there nominally to look for *lattials* of ours. He found none. Two ryots of Chandpore, who were close to the factory, were both wounded by either the police or the villagers, and a case immediately trumped up against my factory servants by the darogah. The case eventually was dismissed, and as, beyond a doubt, these men were wounded, the only people who could have done so were either the police or the village *lattials*. Mr. Chardon's complaint was, that the darogah came to him, at the Chandpore factory, in a drunken state; but the man was not punished, as the magistrate did not consider him an habitual drunkard.

3382. Mr. *Fergusson.*] With regard to the police generally, have you found them to be trustworthy or otherwise?—No, I have always found them corrupt. In whatever way they may be employed, they will never obey orders, unless they are paid.

3383. *President.*] But in disputes between the factory and the ryots, or the factory and the talookdar, had you any practical difficulty in carrying out the orders of the magistrate, or in getting them to give you what you considered fair play?—In the Kishnagur district, I consider they never gave us fair play this year. In other years it was a mere question of payment. In Jessore, I think, the police are just as corrupt as they are in Kishnagur, but they had not the same reason this year for opposing the planter as in Kishnagur.

3384. Baboo *C. M. Chatterjee.*] Have you been more successful in other years in your transaction with the police?—I have not met with the same opposition from the police as I have this year in the Kishnagur district, but that I attribute entirely to the strong bias shown by Mr. Herschel against the planter from the date of his arrival in this district.

3385. Were not similar inducements offered to the police this year, as in former years?—Yes, I desired Mr. Tweedie at the commencement of the disturbances to pay Kailas Chunder Roy 200 rupees merely as an inducement for him not to act against the factory, and I believe it was paid.

3386. Did you yourself make any such payments to any police officer?—No, I didn't actually pay myself.

3387. On what occasions did you order such payments to be made?—They have been numerous, but I cannot remember the occasions they were made.

3388. Are monies paid to darogahs and other police officers, paid without the sanction of the head

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head or manager of the division, and will you state under what head they would be entered in the factory books, and could they not be seen in the ledger of the factory?—They are always sanctioned by the manager of the division. They would appear under the head of "Law Suits," but items or names would not always appear in the ledger.

3389. *President.*] Do you think it will be imperative with planters to make some changes in the system henceforth, if so, what changes would you recommend?—Yes, I think we should have to make changes on account of the high prices, and take more of the risk of the crop on ourselves, and I would propose giving the ryot two rupees a beegah as advances, not to be debited against him, unless in the case of wilful default.

3390. Do you recommend that contracts should be annual?—I think it would be preferable if it were every three years, as it would save an immense deal of trouble.

2*d*. That the factory, not the ryots, should bear the charge of stamp?—Yes, I think the factory should bear the charge for stamp.

3*d*. That the factory should give the seed?—No, I think four annas a beegah is not an unfair charge for the ryot.

4*th*. That the factory should bear the carting or boating?—In Loknathpore and Khalispore divisions they pay these charges at the rate of one rupee in three rupees. In Goldar, Bizuli and Sinduri, the factory pays the whole, and I am willing to assimilate the whole to these latter concerns.

5*th*. That seed grown from the stumps should be purchased from the ryots at the market price; I think it fair that they should get the market price for seed.

6*th*. That the plant should be weighed, or that a vat should be filled with plant instead of measuring it with a chain?—I think weighing or measuring by chain infinitely better than filling a vat, as in this latter instance the plant may be heavily or highly packed; and I think it should be optional with the planter to press it lightly or heavily, as there is a difference of opinion which mode of packing produces the most produce of indigo. I prefer heavy packing, because the plant ferments quicker, and you get over the work quicker, which is a paramount object. I think that the question of weighing or measuring should be settled by a body of planters.

7*th*. That the indigo beegah should be assimilated either to the Government beegah or to the local zemindary beegah?—In the Mahomed Shahi Pergunna, an indigo beegah is exactly the same as the zemindary beegah, *i. e.*, 80 *haths* of 22 inches each. In Sahoujial Pergunna, the indigo *hath* is 22 inches, and the zemindary 18 inches, which makes a difference of four cottas in the beegah. I shall be willing to assimilate the standard if the planters adopt it as a rule. Of the above suggestions, all except the last, I was prepared to propose to the Commission myself. I think four bundles per rupee is as low as it can be, considering the price of labour, and the price we shall henceforth have to pay for zemindary rights.

Mr. *G. R. J. Meares.* 16 July 1860.

3391. Mr. *Sale.*] Can you explain how it is you take six bundles in Kishnagur, and four bundles in Jessore?—I can give no reply to this, save that it was the custom of the factory before they were joined into one concern.

3392. *President.*] Have you felt any inconvenience from the operation of Act X. of 1859?—As yet I have experienced very little, as we have had very few cases springing up from it, but I believe eventually that both native talookdars and planters' zemindaries must suffer severely from it, I mean from section XI.

3393. Have you continued to send your peons to the villages to call ryots to adjust their rents?—I do in villages where there is no opposition to the factory, but in the case of Joyrampore, it is quite impossible to do so. When Mr. Maclean was at Damurhuda, he frequently desired me to supply food for the troops; I told him it was perfectly out of my power, as I could not summon my ryots by sending people into the villages.

3394. Mr. *Sale.*] But was the difficulty in sending people into Joyrampore, a legal or a physical one?—I think it was both legal and physical, *i. e.*, I had not the legal right to send people into the villages, and if I did send, the chances are that they might have got their heads broken.

3395. *President.*] Are you of opinion that if ryots come round of themselves and agree to sow, a summary law for breach of contract will still be necessary?—Yes, decidedly so, because as I propose to give ryots two rupees per beegah advances, not charging them for it, they will find out that they may get two rupees for doing nothing, and consequently a law will be necessary, with penal consequences, to keep them to their agreements. I think the ryots will eventually come round if no undue influence is exerted upon them.

MUNSHAD MUNDAL, Inhabitant of Kumerpore, Thanna Dowlutgunge, Nischindipore Factory, called in; and Examined on oath.

3396. *President.*] Did you sow indigo last year, and did you get excess payments?—Yes, I sowed 10 beegahs for which I got 20 rupees advances, as I had no debt against me. I gave 150 bundles of plant to the factory, getting payment at four bundles per rupee. I got seven rupees for plant, and nine for two maunds of seed. The *dewan* after making certain deductions for carting, &c., gave me seven rupees. I got the money for the plant in *Posh* when I went to the factory to get advances for this year. I again got 20 rupees for 10 beegahs. I got the money for the seed in *Phalgun*, I also got in *Jyeshto* last, five rupees for weeding. This money was paid me by the assistant.

Munshad Mundal.

3397. Then you find indigo profitable to you?—Yes, I do when I have a crop of seed.

3398. Can you state the expense of cultivating a beegah of indigo?—Yes.

	a.	*p.*
Rent	5	4
Four ploughs, at 6 per rupee	10	–
Seed	4	–
Mui, about two hours' work, weeding depends upon the jungle.		
Bida, I can do about eight or 10 beegahs a day.		
Cutting, three men, at 1½ anna each	4	6

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Munshad Mundal.

16 July 1860.

3399. Baboo *C. M. Chatterjee.*] Do you know Nuffar Mundal of Mooktyarpore?—I do know Nuffar Mundal. He is also a ryot of Nischindipore concern.

3400. *President.*] Nuffar Mundal says, that it costs 10 ploughs for a beegah, and that it takes one rupee for weeding?—I have got good ploughs and bullocks, and I can do it with four. I don't know how Nuffar Mundal manages, but it ought not to cost a rupee to weed a beegah.

3401. Then, are you content to go on sowing indigo?—Yes, if I get money, I shall continue sowing.

3402. Have you ever been a servant of the factory?—No.

3403. Have you ever appeared as a witness or plaintiff on behalf of Mr. Forlong?—No.

[Commission adjourned at 6 p. m.

Tuesday, 17th July 1860.

PRESENT:

W. S. SETON-KARR, Esq., C.S., President.

Members:—W. F. Fergusson, Esq.; Reverend J. Sale; Baboo Chunder Mohun Chatterjee.

MAURICE TWEEDIE, Esq., Loknathpore Factory, called in; and Examined on oath.

M. Tweedie, Esq.

17 July 1860.

3404. *President.*] WILL you state in what districts or factories you have had experience in indigo planting?—For three and a half years in the Jessore district, Hazarapore concern; for four years in the Kishnaghur district, under the Bengal Indigo Company, and since October last, in Loknathpore, of which division I am now manager.

3405. Do you wish to file your answer to the circular of the Indigo Commission as part of your evidence?—Yes.

3406. When you went to Loknathpore in October, did you become aware of any dislike on the part of the ryots to indigo? Did that dislike increase as the sowing season drew near, and what difficulties have you experienced in effecting your sowings?—In the first two months after I joined there was not the slightest appearance of any dissatisfaction; the feeling after that gradually increased, and since the sowing season began I have experienced great difficulties in inducing the ryots to sow. Out of 10,000 beegahs *nij* and *ryotti*, I have sown only 3,800, and in quantity there is about 1,800 beegahs of *nij-abad*, which *nij-abad* I should have had great difficulty in completing had I not a large establishment belonging to the factory. Out of my *ryotti* cultivation of 8,000 beegahs, only 2,000 have been sown. In some cases entire villages have refused to sow; other villages have only partly sown. This has been to some extent brought about by concessions on my part; but I find when such concessions have been made, the sowings have been little more than nominal, as there has been little attention paid to the indigo since the sowings.

3407. To what do you attribute the refusal of the ryots to sow, and your difficulties?—I attribute it, originally, to the feeling said to have been shown by Government in the Baraset district, through Mr. Eden; added to this, I think the effect of the leading clauses of Act X., which was then just coming into play, are beginning to be known among the ryots, which ryots have been also incited by zemindars and *mahajans* to throw off their tie to the factory; I mean, incited by the former on account of his natural jealousy to Europeans and his desire to get a larger bonus from the planter, and by the *mahajans* on account of the opposition shown to him by the planter when he endeavours to screw too high a rate of interest out of the ryot. The ryots would be more easily prejudiced, as in the present state of the market I believe indigo does not pay the ryots unless great attention is paid to its cultivation, and owing to the universal desire to keep down the estimates, planters have been backward in increasing the rates of payment to suit the times; the effects, however, would never have been so general had the ryots not been led to believe that the putting down of indigo was an order of the Government, a belief which has been encouraged and strengthened, whether intentionally or not, I cannot say, by every action of Government, from the sanctioning of *muddut* peons to protect the ryots by Mr. Tottenham, to the removal of Mr. Drummond and the advent of Mr. Herschel; also by the issue of the *purwanna* regarding the sowing of rice, dated the 19th April, which belief was fully confirmed by the arrival of Messrs. Bell and Davis, who have dismissed numbers of cases for breach of contract.

3408. Can you mention the names of any zemindar or *mahajans* who have especially instigated the ryots?—No, I am not aware of any one of them having done so openly; but the most apparent instance is in the case of the Joyrampore small talookdars, who are residents in the village close to Loknathpore.

3409. Do you not think, considering the unprofitableness of indigo to the ryots and the late rise in prices of products and of labour, that the same open dislike might have been manifested in any year from any accidental circumstance?—A dislike might have been manifested by them in any other year; but it would not have been carried to such an extent had not the ryots been under the belief that it was the wish of Government that indigo cultivation should be discontinued.

3410. Have you experienced any practical difficulty in the collection of rents?—Very much so;

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so; I have been perfectly unable to summon any ryots, and in those villages in which they have refused their rents I have been unable to collect my dues. The general zemindary management is under the management of Mr. Meares, and the statistics are included in Mr. Meares' statement. To collect these dues I have already had recourse to the courts; but owing to the immense amount of work which has been in the collector's hands as magistrate, until the last week or two, I have been unable to get decrees. I have brought suits both against ryots who have simply refused rent, not being cultivators of indigo, and against indigo ryots; I have now reason to believe that the work will proceed more speedily.

3411. Had you reason to believe that just before the *parwanna* of 19th April was issued, your ryots would come in and sow, as usual?—Owing to the most judicious order of Mr. Maclean, a few days previous to the issuing of the *parwanna* of the 19th, I had every reason to believe that the ryots at that time would be most willing to sow; this order would not have been issued by Mr. Maclean unless he was morally convinced of the propriety of it, and I believe that such was also the opinion of the Darogah who was there in charge of the thanna, and who was a man of well-known experience.

3412. How many suits for breach of contracts have you instituted this year, and with what result?—I have not the exact statistics; but I must have instituted about 200 of them, and I have a good many still yet to be instituted. The result was, that in the first cases I instituted before Mr. Maclean, I was given decrees against the parties named in the plaint; since then, Mr. Maclean, although he finished all the evidence and wrote his notes on them, did not pass any orders; this seemed owing to his fear of not acting according to the law, caused, no doubt, by the orders he had received; he knew the merits of the cases well, and, I am sure, was convinced of the liability of the ryots; he would neither, therefore, dismiss the cases nor pass an order in my favour, but kept them hanging on for weeks and weeks. At last Messrs. Bell and Davidson came; these cases fell into their hands, and with the exception of one solitary case, where the defendant had acknowledged his liability previously to Mr. Maclean, all the other cases were dismissed. Seeing this, I withdrew from court any cases that were still pending; other planters have done, and are doing the same. I may yet, however, institute other suits if I see any change in the working of the law.

3413. Will you state the kind of proof that you generally adduced?—I produced the factory *rewa*, or ryot's account, showing all the items charged against him last year, and the balance against his name; I also produced the *purtunjat* of this year, showing the cash advances and the amount of land to be cultivated, and besides these, the *rokar*, or factory cash books, showing the disbursement of the cash; I swore to these books themselves. As far as I could discover, the fault brought against these books was, that they were somewhat negligently kept, and that there were scratches in some of the pages. I produced no contracts on stamp paper, as there were none; but as the cash payments were made before me, I thought it better to go on the facts of the case. In one instance the objection was made to a suit brought against Panchu Jungli; the objection was, that the man Panchu had been dead for, they say, eight years, but he is represented by a man named Jungli; the name of the deceased Panchu was retained, to distinguish this Jungli from any other Jungli in the village. I have reason to believe that there is another Jungli, named Jitu, or some such name, in the village; I endeavoured to explain these circumstances at the time, but with no success. There was another case of a man named Raghunath Rai, against whom we brought a suit; I giving evidence, my *gomashta* deposed generally that on account of so many beegahs Raghunath Rai had received so many rupees; Raghunath Rai next appeared, not having been present before, and denied having received the money. My *gomashta* was re-examined, and said at once that he would not swear that Raghunath Rai had himself received the money, but that it was paid to Ardi Rai, a near relation, on his account. There was a great noise and confusion in the court at the time, but both myself and *gomashta* wished to have the question put to the defendant on oath, whether he had received the money through Ardi Rai; but this was not done. These cases were dismissed, and some 17 or 18 others at the same time, for reasons I was unable to discover. I have not got copies of the decrees.

M. Tweedie, Esq.

17 July 1860.

3414. In cases in which you were successful, had you any difficulty in realizing your decrees?—I cannot say I had much difficulty in the few cases in which I was successful.

3415. Mr. *Sale.*] When you stated that you swore to the books, did you mean that you swore to them as to their being the books of the factory, or to the correctness of the several items contained in them?—I swore that they were the factory books, and that to the best of my knowledge the items were correct. The cash payments I swore to having been correct, as having been all made in my presence.

3416. Then are we to understand that it has always been your practice at Lokunthpore or elsewhere to see cash payments made in your presence?—I may say, as regards indigo advances, invariably so; and as regards other payments, such as for carts, boats, ploughs, &c., to the greatest extent that lay in my power.

3417. What means do you take to assure yourself that the sums you see paid to the ryots are correctly entered in the books?—A list of the names and the amounts of the cash payment is before me at the time the ryot receives his money. The cash book is written out according to the list, and compared by me, so that I have every reason to believe that they are correct.

3418. Have you any reason to believe that Mr. Maclean's hesitation regarding your cases arose from any difficulty he felt about the amount of damages to be given?—I believe Mr. Maclean to have felt great difficulty on this point, as before our papers could be made out according to one system of calculating damages, another order appeared, to have those damages calculated upon another principle. I have had equal difficulty during Mr. Davidson's time. When Messrs. Bell and Davidson first arrived, Mr. Forlong and myself went to them, and they impressed us most strongly that the amount of damages should be assessed according to one fixed principle. After a little discussion, this was arranged to the satisfaction of all parties; and in the first and only instance in which I gained a decree from Mr. Davidson, he seeing the party upon whom it fell, would have suffered severely, having given a large

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M. Tweedie, Esq.
17 July 1860.

amount of indigo in previous years; instead of awarding me according to my claim of 21 rupees per beegah, by the summary decision that amount was reduced to ten.

3419. You have stated that you had claimed 21 rupees, on what principle did you calculate your damages?—I beg to file some statements to show on what principles these damages were assessed. [Statements filed.]

3420. Baboo *C. M. Chatterjee.*] Is not the value of stamp paper for *khattas* debited in the *rokar* or cash account?—It is so; and to this I attribute a good deal of the feeling of the stamps being charged to the ryots, as although debited in the *rokar*, the full amount is not always expended in the purchase of stamps.

3421. Did you pay 200 rupees to a Darogah by the desire of Mr. Meares; if so, please to state the object you had in view in so doing?—Such an expense was sanctioned. The object was to secure the Darogah's not behaving unjustly in any case where the factory might be concerned. Such a course, in some instances, is necessary; but in these days, the standard of Darogahs being improved, it is not so necessary.

3422. If a poor ryot has to contend for his just right with the factory, and if he is not to pay as the planters can, has he any chance of success in the Mofussil?—Probably not; but I should consider it the duty of the planter, in whose factory he is a ryot, to give him every kind of justice.

3423. *President.*] Do you wish to offer any statements regarding the depositions of two ryots of the Loknathpore Concern, Jamir Mundal and Dukhi Sheikh, especially with regard to answers 1175 and 1194, and following?—With regard to 1175, the cutting of the bamboos is said to have taken place last season; I was not there at the time. For some time last year, owing to the illness and death of Mr. F. MacLagan, there was no European there; the greater part of the work devolved upon the head *gomashta*, who was a Joyrampore man. As to Jamir Mundal not going to the factory to settle his accounts, all I can say is that I have got a decree against him from Mr. Davidson; as regards Dukhi Sheikh, most of his complaints refers to last year, when I was not in Loknathpore. I deny keeping *lattials*, and the burning of the village was accidental, as proved by the investigation.

3424. Mr. *Fergusson.*] Have you any plan to suggest regarding the verification of contracts with the ryots?—As to the registration, I think the thing impossible; but to secure the two annas which is written for stamping in the ryot's name, being expended for that purpose, that *hath-chittis* on stamp paper should be issued by Government in a duplicate printed form. That these *hath-chittis* should be signed by two European witnesses at the time of the advances being made to the ryot. One half of the *hath-chittis* to remain with him, and the other with the factory. I will put in a detailed form regarding it, with particulars mentioned.

GEORGE RICHARD CLARKE, Esq., Manager of the Khalbolia Concern, District Nuddea, called in; and Examined on oath.

G. R. Clarke, Esq.

3425. *President.*] WILL you state in what other districts and concerns you have had experience?—In Jessore, in the Ramnuggur concern; in Shahbad, in the Maharajgunge concern; in Kishnagur, in the Mulnath, Katgarra, and Khalbolia concerns.

3426. Do you wish to file your answers to the Commission's Circular, as part of your evidence?—I do.

3427. You have 14,000 beegahs of *ryotti* cultivation divided amongst 4,971 ryots; what proportion of this have you sown this year?—Ten thousand.

3428. Will you state the cause of this inability to complete the sowings, and the general feeling of the ryots this year?—The ryots of the Khalbolia concern were perfectly quiet and showed no disposition to quarrel with the factory, up to the middle of March; but about this time the Joyrampore ryots began spreading themselves over the district, inciting other ryots to break their contracts, and in fact to follow in the same wake as themselves. This system of evil advice was very largely backed and encouraged by a man named Brindabun Chunder Sircar, an old opponent of the Khalbolia concern.

3429. Did you apply either to the police or the magistracy in this difficulty, and with what success?—My first interview with Mr. Herschel was at Damurhuda, where I talked the matter over with him. He remarked at the time, "as your ryots have remained so quiet up to this date, I see no reason why they should break out now. I therefore will give you every assistance within my power." On the following day he accompanied me to a village called Mudra, and there spoke to the ryots, advising them to sow their indigo as usual. They accepted his advice, and did so. But other villages, nearly the whole of the Bogla factory, steadfastly refused to sow indigo as usual. I tried every mild means to induce them to do so, but failed.

3430. Then, on the whole, have you received a fair share of support from the magistrate and from his police?—I have. I have nothing to complain of with regard to the police.

3431. Can you mention the names of any of the Joyrampore ryots, and did you endeavour to oppose their proceedings?—I cannot mention their names, but I used every lawful means to arrest every one. I heard that was within my line, but as they took up their residence in disaffected villages, it was too difficult a task to accomplish.

3432. Then, do you ascribe your inability to complete your sowings chiefly to the instigating of the Joyrampore ryots, to the influence of Brindabun Sircar, or to any other cause?—I do. Brindabun Sircar kept an open cutcherry at Shibnibas, and any recusant ryot who chose to quarrel with the concern upon any plea whatsoever, could always obtain support, both in money and advice from him. Shibnibas is about four miles from Khalbolia.

3433. From whence do you derive your knowledge as to the above course taken by Brindabun Sircar?—From my servants, my ryots, and also from his own ryots, who have on more than one occasion called upon me and told me that they had been ordered to go into the station and put in a petition upon such and such a plea.

3434. Mr. *Fergusson.*] In your opinion, have the *parwannas* issued in this district had any, and what, effect upon the ryots, in inducing the ryots not

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not to sow?—They decidedly have had an evil effect; issued as they were, almost contradicting each other. They kept the minds of the ryots in an excited, unsettled state. I would particularly instance the *parwanna* of the 19th April, because in the early part of that month, Mr. Maclean told me that the Joyrampore ryots evinced a decided disposition to settle with the factory, but after the issue of that *parwanna* they turned right round, and were, if anything, more opposed to the factory than ever.

3435. *President.*] Had you any cases for breach of contract this year, and if so, what was their result?—I have complained against about 250 ryots; in some instances several ryots were included in one plaint. I obtained decrees in almost every instance. The few cases I lost were owing to an informality in the entries in the books. Indigo planters have hitherto worked so completely with the good will of the ryots, that a certain laxity of system had crept into the form of keeping the accounts, which would not bear the severe test of a civil suit, but for all ordinary purposes of record, were amply sufficient for the satisfaction of both parties. I did not produce *hahulyats*, but relied on the factory books, and the cash advances made in the presence of an European.

3436. Were your cases decided by the principal suddar ameens, or by the magistrate?—By the magistrate. I have cases now pending before the sudder ameen; they are not decided. I appeared in each instance to swear to the cash advances in the Khalbolia division, and my assistant, Mr. Harvey, swore for the other division.

3437. Are different proofs required by the sudder ameen to that which was required by the magistrate?—They are in excess of the proofs required by the magistrate; the principal sudder ameens start numerous small objections, which would never be thought of by the magistrate. As for instance, in 12 cases of mine in one village, after the cases had been fully proved, such as would have sufficed for the magistrates, the principal sudder ameens allowed the defendant to select a nominee of their own to identify them, refusing my witness, which I had provided for the purpose. This nominee had been an old servant of the factory, and had left, refusing to work any more, and lived in an adjoining village.

3438. Are you aware of the changes in the system of indigo planting suggested to the Commission, and referred to by Mr. Larmour, Mr. Forlong, and others, when giving their evidence, for their opinion, and do you concur generally in the advisability of such changes?—I perfectly agree in the minor changes proposed, such as the abolition of stamp charges, carriage of indigo, and other little things of the same kind, such as the ryots being allowed to sell any seed produced upon their own lands at the market price whenever they please; but in the main change, as proposed by Mr. Forlong, namely, of the payment of two rupees per beegah as advances to the ryot under any circumstances, no balance to accrue upon this advance, but any excess of product over and above the value of the two rupees, to be paid in cash to the ryot: in the propriety of this I do not agree, as two rupees represents 12 bundles of indigo, and this is rather above an average in the whole concern, therefore the ryot being paid in full, has no inducement to pay that proper attention to the cultivation and care of that crop which he would have under the present system.

3439. Do you think it would not answer if the advances were made when the ryot had actually ploughed the land and sown the indigo, *i. e.* in the month of March or April?—In theory it would suit admirably, but not in practice; because a planter has no hold on the ryots until after the advance has been made, as was palpably shown by Act XI. of the present year, that the sole claim a planter possessed against land or ryot was the cash advance.

3440. Mr. *Fergusson.*] Do not the Government make an advance for the opium cultivation upon making the agreement, and before any cultivation commences?—They do, long before any cultivation, to enable the ryot to prepare his land for the reception of poppy seed.

3441. *President.*] But would it not be practicable to get the ryot to sign his agreement in December, and not to give him his cash until he had got the land ready and sown it in March or April?—I think not, because the ryot would strongly object to come into the factory merely to make up his account, the state of which the majority of them know to four annas already. Besides, a rupee is of more value to a ryot in December than a rupee eight annas in March, because the former is the time of the heavy rent collections, when there is scarcely any money circulating in the Mofussil. The latter is a time of the year when all the cold weather crops are being paid for, and money is being very extensively circulated in the Mofussil.

3442. Mr. *Fergusson.*] From your experience, do you consider that the ryots in Shahabad derive more advantage from indigo than the ryots in Kishnagur, and have the former ever shown any dislike to the cultivation of indigo more than the latter?—In the Maharajgunge concern there was very little *ryotti* sown, and that wholly upon poppy lands, which being capable of irrigation, secures a crop to the Shahabad ryots, which a Bengal ryot has no means of securing. But in the neighbouring concerns, *ryotti* was cultivated more extensively, and during my five years' experience, I never heard a grumble against indigo from any ryot in the district; and nothing that I saw during all those years would lead me to suppose that it was more profitable to the Shahabad than to the Bengal ryot. This system is pretty much the same, except that indigo is occasionally sold by weight, a bundle being calculated to two maunds.

3443. With reference to the difference, in the growth of plant from the country seed sown in Kishnagur, and the up-country seed sown in Shahabad, do you think that it would be practicable to introduce the practice of weighing plant in Kishnagur?—I do not, because the woody portion of the *desi* plant, from which no produce is obtained, exceeds in weight the leafy portion from which the dye is obtained; whereas the up-country has a large quantity of leaf on a very delicate stalk; besides the cultivation in Bengal factories is more extensive than in Shahabad, and the delay in weighing the plant, would, I think, materially interfere with the manufacturing process.

3444. *President.*] Could you not take a fair average of weight of a number of bundles?—Of course it could be done, but the weight varies considerably according to the state of the atmosphere, and Bengal being so much damper a climate than the Upper Provinces, the latent moisture of the plant would, I think, far exceed what it does there; and besides, after 10 years' ex-

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G. R. Clarke, Esq.

17 July 1860.

perience in Bengal, I have never heard very much objection from the ryots on the whole against the measurement of the Bengal Company's concerns.

3445. Mr. *Sale.*] You spoke of some concerns in Shahabad in which *ryotti* cultivation is carried on; do not the ryots avail themselves of irrigation?—Only on poppy land, because there the machinery for irrigation already exists, whereas in others it would have to be created for the occasion at a very large expense, and it can only be located on certain spots. A well must be considerably higher than the ground it is intended to irrigate.

3446. Then is it your opinion that the ryots generally, if left to themselves, will willingly continue to cultivate a crop so precarious as indigo, and requiring so much care in its cultivation, when the average value of crop is rather less than two rupees a beegah?—I feel quite certain that an *ilaka* ryot untampered with will always sow a small quantity of indigo in proportion to his holding to please his zemindar, although he may not gain much profit by it. Such is the feudal feeling of a ryot towards his zemindar, that I am sure if left to themselves the ryots will return to the old good understanding which has existed between them and the factory for near a century. A zemindar stands towards a ryot in place of law and government; he, in fact, is the only visible and tangible power with which the ryot in his ordinary daily business daily comes in contact; it is therefore well worth his while to sow a few beegahs of any crop to please his zemindar, although it may not be immediately profitable to him.

3447. *President.*] Have you found any practical inconvenience from any part of Act X. of 1859?—I don't think Act X. has properly come into play in the district; I myself have never had occasion to use it up to date, but I think that the broad principles of the Act are opposed to the institutions of the country; it is an European law introduced into an Asiatic country, especially section II., which abrogates Regulation XXXV., of 1795, which was passed to enable the zemindar to collect his rents with the like promptitude that the Government binds him to pay them. The ryots of Bengal, as a mass, are poor, and not 50 per cent. of them can pay these from their resources; it is therefore indispensably necessary that a zemindar should possess a certain power to coerce a ryot, in order to oblige him to procure that rent from any place he may think proper from his *mahajan* or otherwise. Without this power of external pressure a poor ryot can hardly be expected to pay up with that promptitude which is necessary, seeing that a delay of a few hours in the payment of the sudder rents of the estates will endanger the possession of the property.

3448. Are you aware that the power abrogated by section XI. used to be occasionally much abused; how would you propose to prevent that abuse?—I believe the power spoken of has been often abused by unscrupulous zemindars and others, like any other power. I see no possibility of passing laws which, as a whole, would suit individual characters.

3449. Mr. *Fergusson.*] Are you now experiencing difficulty in procuring coolies and carriage for your manufacturing, and do you anticipate difficulties in the arrangements for the cultivation for the ensuing year, and do you think that a summary law to compel fulfilment of future voluntary contracts by penalties will be necessary?—I have experienced slight difficulty in procuring coolies, to whom I have had to pay higher salaries than we used to pay before. I am now paying them four rupees a month. In one or two instances I experienced annoyance from petty talookdars, owners of single villages, who set the coolies up not to work for the factory. I do not anticipate much difficulty in making my indigo contracts in my *ilaka* villages next year, provided there are no more *purwannas* issued, and that the ryots are really and truly left to themselves without any extraneous evil influence being brought to bear upon them; but at the same time I consider a summary criminal law for breach of contract indispensably necessary, and an equal boon to both planter and ryot, as it would at once put it out of the ryot's head that he had any chance of evading a just contract with impunity.

3450. *President.*] Would it not tend to make the ryot more willing to sow if the indigo beegah were not larger than the Government beegah, or at least not larger than the local zemindary beegah?—I don't think any great objection can be raised to the size of the indigo beegah. There are few things in Bengal that vary so much as weights and measures. Were we to take the pergunnah beegah it would be exceedingly inconvenient to us, as the area of the beegah varies in each pergunnah, whereas an indigo factory has often lands in three or four pergunnahs, which would necessitate as many standards as there are pergunnahs. Twenty-one thousand five hundred and eleven square feet is the current indigo beegah of the Nuddea district. It has been recommended to adopt the Government standard of 14,400 square feet, but I think it would end in a year or two by the ryot sowing as many more Government beegahs as would be required to raise the general cultivation to the indigo beegah. Any difference in produce from the smaller area of the land would certainly fall upon the ryot.

3451. Mr. *Sale.*] But is not the ryot's complaint in part this, that he pays rent at one standard, and cultivates indigo at another?—Of course it is, and if he buys rice in one bazar he will buy it at one standard; if he has to sell it in another bazar he might have to sell it at a different standard.

3452. Mr. *Fergusson.*] Do you find that the objection to appearing in courts, and having to take oaths, interferes with your employment of a class of more respectable natives?—In the middle class of servants it decidedly does. Our higher servants are seldom, if ever, called upon to give their oaths, but the class below them have often been known to give up their situation and sit idle in their houses, rather than remain in an employment with the chance of being obliged to appear in court and take an oath. The same individual, if allowed to give his evidence upon a simple affirmation, which would be equally as binding upon him, would state the truth to the best of his knowledge without the slightest hesitation.

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GRIHISH CHUNDER BOSE, First-Class Darogah of the Kotwalli Thannah of Zilla Nuddea, called in; and Examined on oath.

3453. Baboo *C. M. Chatterjee.*] WHAT opportunities have you had of seeing the working of the indigo system, and where have you been appointed during the last year?—I have been a police darogah since September 1855 in this district, and have done service in almost all indigo thannahs; I have had daily intercourse with indigo ryots, and intimacy and acquaintance with the *amla* of almost all the factories, and most of the European planters in the district. My superiors, the magistrates of Nuddea, have entrusted me with the Mofussil investigations, since the last six years, of all intricate and heavy police cases, whether connected with zemindars or planters in this district. During a portion of last year I was in Thannah Hanskali, then at Kotwali, and then, during the indigo crisis, in Damurhuda and Hardi. I have returned to the Kotwali only 15 days ago.

3454. To what cause do you attribute the present dislike of the ryots to indigo, and since when has there been a disposition to resist the planters existing in the district, or in any other part of the country?—In my knowledge this dislike has been existing among the ryots for a long time, *i. e.* more than five years. The cause is, that indigo is not profitable to the ryots, and they are not noted as free agents in the transactions with planters.

3455. Mr. *Sale.*] In what particular parts of the district have you seen the dislike openly manifested during the last five years?—Openly in Thanna Hanskali during the last two years, but generally all over the district, with the exception of factories on the banks of the Bhagirutti, such as Mr. Savi's and Mr. Dombal's, because their cultivation is chiefly *nij-abad*, and on *chur* lands.

3456. Baboo *C. M. Chatterjee.*] As a police officer, what number of cases of affrays, arson, plunder of villages, and kidnapping have you had to investigate during the last three years?—I cannot really tell the number of them, but I can enumerate some of them. There was an affray between the people of Mr. Gow Smith, of the Ruttonpore factory, belonging to Mr. Hills, and the talookdars of Shostia, for the village of Hardipore. In this case the planters were the aggressors, according to my report, but the magistrate punished both sides; also the village of Hanskali Govindpore was plundered by Mr. White's men; in this case Mr. White was fined, I think, 300 rupees, and his men were imprisoned, I think, for six months. As also Mr. Tripp's well known cases, who was tried and punished; as also the plunder of houses in Pora Gatchia; an assault on the Naib Darogah of Thanna Hurra, by Mr. White's men, in a village close to the Bansberria Factory. In this case one of Mr. White's men was imprisoned, but was released on appeal. Then there is another case of assault on the police by the Khalbolia factory servants, when they went to arrest some men who had unlawfully assembled. This was near Kissengunge. There was also the abduction of some cattle in Nowada Kumarpore, by the people of the Bajinghat Factory. In another instance, there was a case of abduction of cattle, with homicide, by the *gomashta* of the Chittrosal Factory. In this last case, the principal defendant was imprisoned for five years. I also investigated the cattle abduction case alluded to by the Rev. Mr. Schurr in his evidence.

G. C. Bose.

17 July 1860.

3457. Judging from the number of cases you had to investigate between planter and ryots or zemindars, to what party do you attach the most criminality?—Certainly to the factory.

3458. As a police officer, did you ever meet with any opposition from the factory in investigating cases on the spot, or did you receive any assistance from them?—Both. In cases in which planters were defendants, they always took care to obstruct enquiry into the truth. In one case particularly, one of suspicions death, in which neither the factory servants nor the planter himself was concerned, I met with great opposition from the Khalbolia and Dowlutgunge factory servants, because, as I afterwards understood, the defendants in this case had bribed the factory servants to screen them. The superintendent of the factory, Mr. Roberts, tried his best to co-operate with me in finding out the particulars of the case, but his *amla* neutralized his efforts. Mr. Tripp, in the abduction case before alluded to, said he would use twelve loaded barrels before he would allow a police officer to come into his house. He allowed me, however, to go into one of his rooms and speak to him, but did not allow any search to be made.

3459. Mr. *Fergusson.*] How far is Bansberria from the Sudder station, and from its nearness, must not every offence committed by Mr. White and his servants become readily known?—Bansberria is about six miles from this place, but it is under the Hanskali Thanna, which is also six miles from Bansberria. Every occurrence that takes place at Bansberria comes to the notice of the magistrate through the darogah of Hanskali.

3460. Did not Mr. White lose the *ijara* of Govindpore Hanskali, about the time you mention, and were not the ryots consequently enabled to evade their engagements to sow indigo, and had Mr. White any other remedy than a civil suit?—I am not aware whether Mr. White has lost the *ijara*, but about the time mentioned, I understood that he had some sort of interest in the village, for when Mr. Tottenham went to satisfy himself with his own eyes, as to the truth of the Govindpore plunder case, I remember to have heard Mr. William White ask Mr. Tottenham to permit him to have some *muddud burkundazes*, on the plea that Mr. White's men could not realise rents from the ryots. Mr. Tottenham did not grant this request then.

3461. *President.*] During the recent crisis, what has been the conduct of the police in general; some of the planters have charged them with partiality and corruption; have you anything to state on that point?—The village chowkidars certainly sided with the ryots, but the regular police did not, beyond giving due and legal protection to both parties.

3462. Were not every legitimate means taken by the authorities to induce the ryots to sow, pointing out to them the consequences of refusal?—Yes, not only the magistrates, but all the police, as far as my observation went, followed strictly the example of the magistrate in advising the ryots to sow indigo. So much so, that I believe it was the conviction of the ryots at the

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G. C. Bose.
17 July 1860.

time that the sympathy of the police was all on behalf of the planters. I myself brought round by conciliation a number of villages for Mr. Forlong, and tried my best with the Ahkdia ryots of the Peerpore concern.

3463. Mr. *Fergusson.*] Was not the erroneous copy of Mr. Herschel's *parwanna* of 19th April, addressed to you; and, notwithstanding its manifest discrepancy, did you not hurry out to make it public, in the sense unfavourable to the planters?—Yes, the *parwanna* was directed to me as darogah of Damurhuda, but the *parwanna* itself had nothing to do with the circumstance of my issuing a countermand of Mr. Maclean's order of the 17th. On the 17th, Mr. Maclean issued his *parwanna* prohibiting rice being sown on such lands as were pointed out by the factory as indigo lands. In order to execute that *parwanna* properly, I went the round of nearly all Mr. Meares's factories in Thanna Damurhuda. The factory *gomashta* claimed all the village early rice lands belonging to their respective factories, and not being empowered with discretionary powers, I was obliged to prohibit the cultivation of early rice at once. When I returned to Mr. Maclean, I believe on the morning of the 20th, he told me that he had been ordered by Mr. Herschel to withdraw his order of the 17th. He told me to send for the *sheristadar* to write out a *parwanna* to that effect, and in consequence of that order from Mr. Maclean, I issued that *hookum-nama*.

3464. Baboo *C. M. Chatterjee.*] It is stated by some of the planters that Mr. Maclean's *parwanna* of the 17th April would have conciliated the ryots, but for Mr. Herschel's *parwanna* of the 19th?—It was the general belief of course at the time, but I saw no signs of the ryots coming round. No ryot ever asked me during the two days that I published that *parwanna*, to use my influence in bringing about an amicable settlement with the planters.

3465. Do you know of any police officer being dismissed, suspended, or transferred for not siding with the planters or ryots within the last five years?—During the last crisis, Kailas Chunder, darogah of Thanna Damurhuda, was transferred to Thanna Hardi. I understood it was on account of his not having exerted himself in some cases connected with Mr. Meares's concern.

3466. *President.*] Do you think that next year the ryots will come round?—No, I do not think so; I think that as soon as they have cut the plant, they will petition the magistrate that they will take no more advances. I know that the ryots have stated that the late Act was passed on the plea that they have taken advances. Next year they will, however, act in such a manner that neither the Government nor the planters will have any hold on them.

3467. Mr. *Sale.*] You stated that the ryots were not treated as free agents, will you be good enough to state what you mean by that?—The planters do just as they like with the ryots. The ryots have no voice in their transactions with the planters; and it is my belief that the universal cry which had been set up by the ryots against the factory is not without foundation.

3468. Mr. *Fergusson.*] Had they not always had as much voice before as they have now, or in what is the difference?—I cannot speak of former years; my experience extends so far as I have been Darogah of this district.

3469. Baboo *C. M. Chatterjee.*] A ryot has stated in his evidence that some of the planters have a kind of leather with which they beat the ryots, have you ever seen such instruments?—Yes; I beg to produce one which I procured at the Joyrampore factory lately. I saw similar instruments at Katchikatta and Loknathpore, hanging up before the *naib's* cutcherry, but I could not capture them.

3470. What is the general character of the *dewans, gomashtas,* and *amins,* and other officials of the factory?—With the exception of Mr. Savi's *gomashta,* Tinkaori Haldar, and Mr. Forlong's *naib,* Hurris Mookerjee, I have not a high opinion of the class, nor is a high opinion generally entertained about them.

3471. Will you state the general character of the police of this district, including all grades: *darogahs, naib darogahs, mohurrirs, jemadars,* and *burkundazes?*—The *burkundazes* are all corrupt, so are the *jemadars.* I know of some *naib darogahs* who are very honest; and out of 16 *darogahs* in this district, there are only six who do not take bribes, and would not take it under any circumstances.

SRI HARI RAI, residence Chundipore, Thanna Damurhuda, not far from the Factories of Nischindipore, Loknathpore, and Khalbolia, called in; and Examined on oath.

S. H. Rai.

3472. *President.*] YOU have some estates in this part of the country, have you ever given any *putnis* and *ijaras* to planters?—I have seven villages which pay revenue of 1,001 rupees. I have also *putnis* of not more than 2,500 rupees. I have given a lease of a *dur-putni* to the Nischindipore factory, and also given an *ijara* of a collectory talook in Kapasdunga to the same factory. The Khalbolia concern had a lease of Dihi-Mudna from the raja. This I got the *putni* of two years ago from the raja. Mr. Larmour in the station here tried to deter me from taking the *putni,* asking me if I had not heard how he had put down Pran Kisto Pal, of Latoodaha and the Goatolli village, in the Halda pergunna, Katgarra concern. I however was not deterred, and got the *putni.* I have not got actual possession, but I have received the rents from the *ijaradar,* Mr. Roberts. Mr. Clarke, the present manager, has also paid me some instalments. The lease has still three years to run. Also I had purchased at a decree in execution of a civil court, an eight-anna share of Dihi-Shunkurchunder, and got possession. On sending people to collect rents, they were told to give the lease to the factory, because they had ryots who grew indigo thereon. I wrote to Mr. Meares about this; he insisted on having an *ijara.* No formal documents were exchanged. I got a *kabulyat* from his *naib,* and now Mr. Meares has been dispossessed by the former proprietor, but I have sued him under Act X., and got my rights.

3473. Have you any substantial objections to giving leases or *putnis* to factories?—I am a zemindar of moderate substance. I like to keep a few ryots and my property in my own hands. I have no objections myself, but I don't like indigo, as it is bad for my ryots on account of the general oppression.

3474. With exceptions to the instances mentioned

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S. H. Rai.

17 July 1860.

tioned, have you had any disputes with planters?—Ten years ago I had a dispute with the Loknathpore concern, who wanted a lease of it. Some cattle and men were carried off. I persisted, and did not give the lease, and influence was used over Noukaori Sandial, the *dewan* of the factory, in my favour.

3475. Mr. *Fergusson.*] Do you live on your zemindary, and are you on friendly terms with Mr. Forlong?—Yes; and I am on friendly terms with Mr. Forlong. But there is a coolness between myself and the manager of Khalbolia, and I don't think the manager of Loknathpore likes me, because he has had to sue my ryots for breach of contract.

3476. *President.*] Were you ever applied to on the part of the factory, to use your influence with your ryots to induce them to sow?—Yes, I was applied to by Kali Sandial, *mulb* of Loknathpore, to persuade the ryots of Basto to sow, and I went to the village and used all my influence, pointing out the heavy penalties; they said they would sow if the arrangement was assimilated to that of Dauli and Chundipore, under the management of Mr. Forlong; that is, three-fourths of land under advances should be cultivated, and one-fourth given up; and that the standard of measurement should be the zemindary beegah, which is less than that of indigo. But as the factory people never came to the village, the matter was dropt, and the suit against that village has been withdrawn.

3477. Mr. *Fergusson.*] Are you not a *mahajan*, and lend money and rice, and has Mr. Forlong ever interfered with such operations?—Mr. Forlong has not, but his *amla* have; but on making it known to him, I have always got redress. But Mr. Roberts, of Khalbolia, has interfered. I got a decree against one Selim Biswas for nearly 300 rupees on a bond, and had attached his property and arrested him. Mr. Roberts was very angry, because I took hold of one of his indigo ryots, and laid hold of the *gomashta* who looks after my mercantile business, and put him into the godown. I did not complain, but I got a letter of recommendation from Mr. Forlong, and got him released. He was confined two days.

3478. Baboo *C. M. Chatterjee.*] What do you think will be the course taken by the ryots in the ensuing season in the matter of indigo?—Judging from the present feeling of the ryots around me, seven-eighths of the ryots will not take advances for next year.

3479. If a new arrangement should be entered into, by which the ryot will not have to pay for stamp, seed, or carting, and if he shall get a liberal price without deduction from the *amla*, or oppression, do you think they will consent to sow?—Some of the ryots have told me that even if this were done, things would get round to the old custom in time.

3480. Mr. *Fergusson.*] Do not you lose money every year by the ryots not paying up their debts?—Yes, some of the ryots don't pay up, and some abandon their houses and run away; sometimes they take away part of their crops.

3481. What rate of interest do you charge on loans, money, and in kind?—On rice, 25 to 50 per cent.; and those who take rice and also money, pay two pice on the rupee a month; and those who come only for money, have to give two rupees on the hundred per month, or 24 per cent. per year.

3482. *President.*] Is it not the case that when the ryot borrows from you in kind, the bazar rates are very high, and when he pays you they are lower, owing to the influx of fresh grain?—Yes. There may be a difference of four annas in the rupee owing to this cause.

3483. Baboo *C. M. Chatterjee.*] If a ryot is allowed to cultivate all his lands with rice and other crops of his own liking, such as oil seeds, chillies, long pepper, sugar-cane, &c. &c., would he not be able to pay off his *mahajan's* debt in a year or two?—I think he might.

[Commission adjourned at 6.30 P.M.

Wednesday, 18*th July* 1860.

PRESENT:

W. S. SETON-KARR, Esq., C. S., President.

Members:—W. F. Fergusson, Esq.; Reverend J. Sale; Baboo Chunder Mohun Chatterjee.

DANIEL JAMES MCNEILE, Esq., Joint Magistrate and Deputy Collector in charge of the Subdivision of Bongong, called in; and Examined on oath.

D. J. M'Neile, Esq.

18 July 1860.

3484. *President.*] WILL you state at what time you took charge of the Subdivision of Bongong; and what was then, and has since been, the feeling of the ryots as regards the cultivation of indigo?—I took charge of the subdivision of Bongong in the last week of last March. Immediately after my arrival there, some disturbances took place in a few villages, the ryots of which cultivated for the Katgarra concern. The excitement, as far as I know, was confined to three sets of villages in the Katgarra concern. From the day that I took charge, I have had no complaint connected with indigo brought in my court against, or by any of the ryots cultivating for the Mulnath concern. The first disturbance took place in a set of villages close to the Hilsamari Factory, about six miles north of Katgarra. Narainpore and Barakhanpore were the two principal villages. All I know of the origin of that excitement is, that there was a report that the ryots had been instigated by some emissaries from the neighbouring thanna of Dowlutgunge; but I never heard the names of any of the emissaries, nor had any

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D. J. M'Neile, Esq.

18 July 1860.

any means of testing the truth of the report. The objection was to sow, but the excitement broke out in an attack upon the police of the Bagdah Thanna. That case has already been reported to the Government. I believe that all or nearly all the ryots of those villages, have since sown their indigo, and to the best of my recollection, no case of breach of contract has been brought against any of them in my court.

3485. Were suits for breach of contract instituted against many ryots of the Katgarra concern, and if so, with what result?—The whole number of ryots sued before me this season for breach of contract, did not, I think, exceed 200. I believe that every case was decreed to the planter on the evidence of the factory books, and especially on the verbal evidence of Mr. Cockshott, the manager of the Katgarra concern, that he had with his own hands paid the cash advances to the ryots whom he sued, *i. e.*, the money was paid in his presence, and it was handed to each ryot; he marked off the particular entry in the *Puttunjat*. No written engagements were produced, the ryots being *ilaka* ryots. The particular point of the case was cash or no cash.

3486. Did not Mr. Herschel visit the subdivision of Bongong very shortly before you took charge of it, and what do you consider to have been the effect of that visit?—He visited Bongong about 10 days or a fortnight before I joined; and I ascribe the quietness of the Mulnath concern greatly to the fact of his having summarily punished some persons who assaulted Mr. Campbell, the assistant in charge of the Joypore Factory. I heard from himself that he punished those men.

3487. Do you know whether Mr. Herschel used his personal influence in Mulnath to quiet the excitement of the ryots?—I believe that he spoke at some length to the ryots, but I have never heard what he said to them.

3488. Will you state the nature of the disturbances which took place in the other two sets of villages?—About a week after the disturbance in Narainpore, two or three cases of tumultuous assault upon the servants of the Katgarra factory and upon ryots who had taken seed from that factory, took place in the villages of Jadubpore, Barabarri, Doharria, and other villages in the immediate neighbourhood of the Katgarra factory. The excitement in that part continued for upwards of a month. On at least two occasions, Mr. Larmour was obliged to ride away from a village where he had been forcibly resisted. Within a few days after the first of these cases, a set of seven villages, about nine miles from Katgarra, suddenly ploughed up the greater portion of the indigo which they had sown a week or a fortnight before; and I was myself forcibly resisted in making an arrest in these villages.

3489. Mr. *Fergusson.*] Did you hear that it was the general belief among the ryots that the Government wished to discontinue the cultivation of indigo?—The ryots have told me themselves two or three times, that they had heard that it was the Government order that they should sow no more indigo.

3490. Mr. *Sale.*] Whilst you were engaged in investigating the cases which occurred near the Hilsamari factory, did you hear anything which induced you to believe that the disputes which have been going on for the last four years between the agents of the Bengal Indigo Company and the *gantidars* and *lakhrajdars* of that neighbourhood, had anything to do with the excitement which you mention?—No. I have heard no such report.

3491. *President.*] Is it not within your knowledge that during the present season Mr. Herschel has devoted all his time and energy to his double office, beginning early in the morning and leaving off late after dusk?—During the last two months, to my knowledge, he has been indefatigable in the discharge of his duties, often going to office before breakfast, and frequently returning after dark.

3492. Has he not always been accessible to every planter who has come into the station on business?—Yes, many planters have called and have been received by him on business at any hour.

ADAM HUME SMITH, Esq., Mohutpore Division of the Bansberria Concern, called in; and Examined on oath.

A. H. Smith, Esq.

3493. *President.*] WHAT factory are you in charge of?—I am now in charge of the Mohutpore division of the Bansberria concern.

3494. Have you any information to give as to the interference of zemindars of your cultivation?—Yes. In October last, when arranging for the sowings as usual, I experienced considerable difficulty, and Mr. Maling, a deputy magistrate of this district, having come out, inquired into the matter. The ryots told him that their zemindar, Baboo Pran Kisto Pal, had forbidden them to sow under penalty of being fined 25 rupees each. He took depositions to that effect in my presence on the spot from the ryots. On reporting this to Mr. Tottenham, the magistrate, he ordered recognizances to be taken from Pran Kisto Pal and his son, Madhu Pal. I proceed now to give a certified copy of Mr. Tottenham's order filed on the subject. This, however, was reversed on appeal to the judge. The ryots since then have not sown. Besides Pran Kisto Pal and Madhu Pal, Madhusudun Roy, and Kisto Chunder Bose, and Surindurnath Roy, of Sonadanga, have interfered in the same way.

3495. Are you experiencing any difficulties in obtaining labour, &c., for your manufacturing?—Yes, the coolies after taking advances, after having worked two days, refused to continue to work, being, I am informed and having reason to believe, forbidden to do so by Pran Kisto Pal. I am now proceeding against the coolies in court, but in meantime I am working my factory by coolies obtained from the villages.

3496. Mr. *Fergusson.*] What reason is there for Pran Kisto Pal opposing the factory?—I beg to refer you to the Blue Book, pages 289 and 290, where the causes of the quarrel are detailed.

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ALEXANDER TAYLOR, Esq., Manager of the Peerpore Concern, called in; and Examined on oath.

3497. Mr. *Fergusson.*] WHAT indigo factory are you now in charge of?—The Peerpore division of the Nischindipore concern, where I have been for nearly seven years. *A. Taylor, Esq.* 18 July 1860.

3498. Have you had any occasion to institute cases of breach of contract, and with what result?—I have instituted upwards of 300 cases. In all that came before Messrs. Betts and Maclean, I think, with the exception of one where a cash advance had not been received, I was successful, and obtained decrees. Since Messrs. Bell and Davidson took charge the result has been precisely contrary, all fresh cases brought before them having been dismissed.

3499. Can you give any explanation of these different results?—In all cases I tendered a statement made at the time of the amount of cash paid as advance to each ryot, and then signed by myself. I was so particular that when another man was authorised to receive the advance I put his name down also. I also swore to the cash having been paid in my presence, and in almost every instance was able to identify the ryot. This was supported by the evidence of the *gomashta*, of the *mohurrir*, or the *amin* of the *dihi*, and by the *takidgirs*. On cross-examination the *takidgirs* in some instances varied in their statements from what I myself and my servants had said, and this Mr. Bell considered to be fatal. This examination was conducted after I had left the court, and on matters which they, the lowest class of servants, would not be likely to have knowledge; they were only called to identify the defendants. Mr. Bell advised me to withdraw all my cases, telling me that the proof he required in these, which he considered civil suits, was different from that in a "Foujdari" complaint; I have, therefore, taken steps to withdraw them all. I have brought the *rewah* (that is the ryot's accounts with the factory, from which the *Puttanjat* is afterwards made up) and produce them. I could not get the statements previously referred to from the court, although I applied for them. I should also mention that Mr. Bell objected to the *kabulyats* put in, the witnesses having in some instances varied in their statements as to the time of the execution.

3500. Where did you first perceive any symptoms of dissatisfaction among your ryots?—On the inroad of the Taltolla and Chuadanga ryots into the villages of the Peerpore factory, on the 29th of February last. My ryots joined them, and came in a tumultuous body within quarter of a mile of my factory, where they assumed a threatening aspect. Since then, though a few of them have promised to sow, they have been intimidated and prevented doing so by the other villagers, and few, indeed, have sown.

3501. During the time you have been at Peerpore had you ever any case of any kind before the magistrate's court, or any complaint made to the magistrate against you?—No, not a single instance.

3502. *President.*] Of what nature are the statements filed in these cases; were they books or were they sheets of paper?—They were sheets of paper tacked together. These statements were scored off at the time the advances were made.

3503. Did you at the time affix your signature to each sheet?—Not to each sheet in every case, but to the total, when the villager was paid up. As each man was paid off I made a dash with the pen opposite his name. (The books were produced and inspected.)

3504. Did the principal Sudder Ameens indicate to you the line of evidence they required to satisfy them?—They required cumulative proofs. I understood by this term that they wanted something more than my evidence alone. They did not think the testimony of my factory servants went far enough.

JAMES FORLONG, Esq., Nischindipore Concern; Examination resumed.

3505. Mr. *Fergusson.*] Do you wish to make any statement respecting the Beerpore cases, in which the servants of the factory are accused of perjury and uttering forged documents?—Beerpore is an out-factory of the Hurra concern, distant about three miles from Hurra, and was under the charge of a *gomashta*, who died last January. The Hurra concern consists of Hurra, Beerpore, and Chanderghat factories, which are under the management of Mr. A. Saubolle. The Beerpore cultivation is chiefly *beilaka*, and the ryots there were among the first to show dissatisfaction about the beginning of the October sowings, instigated to do so by their *talookdar*, Baboo Ram Nidhi Chatterjee. With reference to the remarks made by the magistrate on the cases for breach of contract brought before him, and the comments of the Commissioner, which I understand were circulated to all the officials in the district, I produce a certified extract from the Hurra cash-book, showing the sums realised at Beerpore in September last on account of rents, and the cash sent from Hurra to Beerpore. I also produce the rough cash-book kept at Beerpore, showing the receipt of these sums, and their disbursement in advances to ryots, and otherwise. These items form the first entries in the new cash-book, which in this and all other factories is opened on the 1st of October of each season, being previously kept in rough. The *Puttanjat* which the magistrate remarks upon as looking new, must be so, because it is never used except to enter in it a short statement of the cash paid to, and the cultivation agreed on by each ryot. It may not be necessary to refer to it more than once or twice during the season, and after the ryot's engagements are registered in it nothing more is written in it. With regard to the remarks made by the magistrate as to the stamps, only few *kabulyats* have hitherto been taken, and those chiefly from *beilaka* ryots. At that season the stamp vendor's offices were shut, owing to the holidays, and stamps were purchased wherever they could be, which is an every-day occurrence. With reference to the burning of the Beerpore factory bungalow, I have made every possible inquiry, and am quite satisfied that it was done by the Beerpore villagers, and not by the factory people. I cannot imagine it to be possible that such a thing could be done without Mr. Saubolle or I being able *J. Forlong, Esq.*

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J. Forlong, Esq.

18 July 1860.

able to gain some information about it. I am glad to understand that the magistrate has sent up these cases to the sessions judge. I also produce the Beerpore factory books for the preceding four years, showing the accounts of the ryots who were complained against, and who denied ever having sown indigo to the magistrate. These accounts are mixed up with the other ryots' accounts of this factory, upwards of seven hundred and sixty-one (761) in number.

3506. *President.*] Did you endeavour to make all this clear to the magistrate?—I did not know anything about the breach of contract cases until they were decided by the magistrate; and as to the case of house-burning, Mr. Saubolle reported the same to me instantly after it occurred, but as he was manager of the Hurra concern, I left him, as usual, to take the proper steps, in the way of bringing the matter fully to the notice of the magistrate.

3507. Mr. *Fergusson.*] When you were out with Mr. Herschel in March, did you offer to him to make any concessions to the ryots, that he thought fair and reasonable, and which he thought likely to restore harmony?—On the morning of the 15th of March, I called on Mr. Herschel at his tent in the Joyrampore village, and had much conversation with him about the state of the district. I said to him, that I placed myself entirely in his hands, and that I would carry through any measure of concession to the ryots which he thought proper, no matter to what extent, and without an instant's hesitation. He replied, that he could not make any suggestions to me, for from everything he had heard and known, my conduct had been so conciliatory and just to the people, that he could not suggest anything that I had not already done. On the 17th of March, I again went to see Mr. Herschel at his tent, then pitched in the village of Chuadanga, and on that day the ryots began, for the first time, to assume a very clamorous and excited attitude in the presence of both Mr. Herschel and Mr. Maclean, and the ryots of three different villages belonging to the Pepore factory, who upon that day went to present a *razinamah*, stating their desire to sow indigo as usual, were hustled out of the presence of the magistrate by the other ryots around the tent. On the 19th March, I rode with Mr. Herschel and Mr. Maclean to the village of Chetla, where they pitched their tent. During the ride, Mr. Herschel expressed himself much pleased with the comfort everywhere apparent in the villages. On the afternoon of that day, I went again to the tent, and when within 200 or 300 yards of it, I heard such a noise, that I was afraid that some serious outbreak had taken place. On coming up close to the tent, I found some 60 or 70 ryots greatly excited, and it turned out, they had been beaten by the other ryots near the tent, for having presented a petition, showing their goodwill to the factory. After much difficulty I got them to return with me to the tent, where I found Mr. Herschel had just begun to read the Lieutenant Governor's proclamation to the ryots. I stood in the crowd, when suddenly Mr. Herschel came to me and said that I must retire. I replied, that I had the best possible reason to be present, and thought there was no occasion to do so. He ordered me a second time to retire, and I still declined. He then said, "But you must and you shall retire, because the tumult around me is so great, that I won't be responsible for anything that may occur." Upon this, I stepped a little back, and stood amidst the crowd; I never received one disrespectful look or word from any of them. Mr. Herschel thought that there was going to be an outbreak among the ryots, but neither myself nor any of the gentlemen around me, thought that there was any indication of it. Mr. Herschel's timidity upon that occasion, when surrounded by a clamorous mob, as he himself acknowledged to me, had a very bad effect upon that neighbourhood, discouraging all those well affected to the factories, and additionally exciting those who were ill disposed.

3508. Mr. *Sale.*] During your long residence in this district, have you observed any improvement in the social condition of the people generally?—Yes, I have noticed a very great degree of improvement in the comforts of the people, and the houses of the ryots everywhere, which indicates a degree of comfort that was almost unknown when I first came to Kishnagur; besides this, there is really no poor class among the villagers now, all being more or less in comfortable circumstances.

3509. *President.*] Are we to understand from this, that you see better homesteads than you did 30 years ago; that there are more houses to each homestead, and that cattle are more abundant?—Yes, such I mean is the case. The population in the district has largely increased, and in every way the comfort of the people also. There are many more *pucka* houses than there used to be, and even in the huts of poor men, there are many brass cooking utensils, which were formerly unknown. I do perceive this throughout the district, where there is indigo, and where there is not.

3510. Mr. *Sale.*] Do you attribute this improvement entirely to indigo cultivation, or is it due to any extent to the increased general prosperity of the country, and to the influence of European energy and example?—I attribute it very largely to the example of European energy, and to the capital invested by Europeans in the district. Of course this is also due in some degree to the Government, when at any rate all crimes involving serious violence have been repressed, and capital and labour have been left to find their own value.

W. J. Herschel, Esq., Magistrate of Kishnagur; Examination resumed.

W. J. Herschel, Esq.

3511. *President.*] Do you wish to make any statement regarding the *mooktyars* believed to have been sent from Calcutta?—I have received a letter from the British Indian Association, denying that they ever sent up any *mooktyars* at all. I beg to file a letter which I have received from that body on the subject.

3512. When you visited Bongong in March last, what was the nature of the explanation you gave to the ryots regarding indigo?—I dictated a Bengali speech, which was taken down in Bengali, and afterwards recited to the ryots. It had reference solely to the exhibition of violence, which had taken place there, and which I wished to repress. I told the ryots, on the one hand, that I had punished several of them for assault-

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ing European assistants, and that I would send military police into the next village that committed a similar offence. I told them at the same time, in the presence of Mr. Larmour and his assistants, that I would never permit a planter to cut the crops on the ryots' lands without their consent. As the speech was spoken on receipt of the Lieutenant Governor's reply to the Loknathpore petition (which addressed itself to the question of indigo sowing), I made one broad statement to the ryots, that they must fulfil their indigo contracts in the same way that they fulfilled any other contract; but as the occasion did not require it, I did not enter further into that matter. I file a copy of the speech alluded to. (*Filed accordingly.*)

W. J. Herschel, Esq.

18 July 1860.

3513. Mr. *Fergusson.*] In any of the *kabuliyats* that were filed before you in the breach of contract cases, was there a penalty of 10 rupees for non-performance, and if so, what was the reason why you did not adopt that as the measure of the damage?—Every case in which a *kabuliyat* was filed, did, I believe, provide a penalty of 10 rupees for the breach of contract, but not one of the *kabuliyats* stood the test of enquiry. In all cases in which there were no *kabuliyats*, as was in the case of Mr. Clarke, who demanded 23 rupees as damages, I gave them. It was therefore impossible to adopt any one rule for all cases, besides which, it would have been grossly unjust to have done so. For instance, the damages assessed are upon the produce of the ryot's fields for the last five years. Some ryots on this system have paid as low as two rupees or less per beegah, others have had to pay as high as from 17 to 21 rupees per beegah. To assess a ryot whose field could only yield plant, the damages on which were really two rupees, at 10 rupees, would have been obviously unfair.

MOHESH CHUNDER CHATTERJEE, of Gosain Durgapore, Thanna Hardi, Zillah Nuddea, at present Jai nishin or Local Agent of Baboo Ram Ruttan Roy at Jenaida, called in; and Examined on oath.

M. C. Chatterjee.

3514. *President.*] YOU are aware of a dislike on the part of the ryots to indigo; have any ryots come to you for advice on the subject?—Yes, some ryots have come to me, telling me about the oppressions committed by planters with regard to indigo, and saying that in other places, redress was given against oppression. They also asked me whether there was any use in applying to the magistrate, to which I replied, that if this statement was correct, it was good to present a petition to the magistrate.

3515. Did you ever recommend any ryots to sow, or not to sow?—No, I neither did the one nor the other; and from the 2d of *Chaitro* last, till the arrival of the Commission, I have been in Calcutta.

3516. Baboo *C. M. Chatterjee.*] Why were you in Calcutta during that time?—About the last days of *Phalgun*, Mr. Maclean went to my village, and I was accused of instigating my ryots, but Mr. Maclean said that the case could not go on, and so dismissed it. Then a suit was brought by Mr. Hills against a village in Jessore, some men were imprisoned for three months, and the *naib* Rutti Kanto Mookerjee was bound in recognizances for 1,000 rupees. This has just been upset by the Judge, and on this the magistrate has stopped the order for my summons, but as I never know what may happen in a case brought against me, I intend to return to Calcutta as soon as the Commission returns.

3517. Mr. *Fergusson.*] Did you never hear from the ryots that it was the order of the Government not to sow?—I did not hear it from my ryots, but since that I have seen it in the papers, and I have heard people talking about it while I was in Calcutta.

3518. *President.*] Did you ever hold a situation in any factory?—I am now 59 years of age. I served in the Durgapore concern, which is now called Katchikatta. I left it in 1839 or 1840. The reason was, that Mr. Hills wanted some property; I gave him this property, which was a *talook*, and left his service.

3519. Have any attempts been made by the Katchikatta concern to induce you to give them any other property?—Yes. Messrs. Tissendie and Archibald Hills sent Kedarnath Kirani and another man to me, both before and after the last Doorga Pooja, to get me to give the *putni* or the lease of certain *talooks* that are very near my residence, and which I don't wish to give up. One day Kedarnath showed me a letter from Mr. Tissendie, saying that I must give it up. Indigo used to be sown in those *talooks*, and I never interfered. The October sowings were completed, but the ryots did not sow in *Baisakh* last, not from any injunction of mine, because I was not at home. I received intelligence that the ryots had not sown.

3520. Baboo *C. M. Chatterjee.*] Mr. Hills stated in his belief that his uncle made you a present of a village; what have you to say to that?—Mr. Hills never gave me any village, and Mr. Hills had no village to give. I was not removed from my situation, but left it myself. I present for the inspection of the Commission, a letter from Dr. T. Parker to me, dated 5th September 1841, saying, "You served us some years, and I would like to see you back again;" and another from the late Mr. John Savi, dated 29th September 1841, saying, "I have much pleasure in stating that during the short time you were with us, your conduct was always attentive and indefatigable;" also a third from Mr. James Hills, junior, dated 18th September 1841, saying, "I hope you will succeed" (in getting a situation) "as I consider you well qualified to fill one of responsibility." I also beg to file some certificates, showing the high estimation I was held in by Messrs. Wauchope, Louis Jackson, H. V. Bayley, Bromwood, G. P. Leycester, and J. P. Smith.

3521. Mr. *Sale.*] You are a zemindar, can you state what has induced the ryots to manifest this dislike to indigo?—Since I have known indigo business, no one except the servants of the factory like it. Last *Phalgun* I asked some *faquirs* and *bushtoms* (mendicants), what they thought about the indigo disputes. The Hindoos said, "*Iswar* has saved us." The Mussulmans said, "There is an *Allah*." From the first taking of advances to the last despatch of the indigo cakes to Calcutta, there is compulsion. The thing is of long standing, and I never knew any one taking advances voluntarily. The weeding also, and cultivating are compulsory. I told Mr. Hills while I was in Katchikatta that there

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M. C. Chatterjee.

18 July 1860.

there was great oppression, and he admitted it. I have told many planters and magistrates the same thing in Jessore, Pubna, and Kishnagur, and I told the late Lieutenant Governor so, when he visited Magoora.

3522. Mr. *Fergusson.*] How have you been employed since September 1848, the date of your last certificate?—I have since then been employed as *naib* of Bahirbund Pergunna, belonging to the late Rajah Kissennath Rai of Berhampore. Then I was employed as *peshkar* in the Hooghly magistrate's court, and *sheristadar* of Serampore. I have also been employed in this district, and afterwards I was Ram Ruttun's representative in Mahomed Shahi pergunna.

3523. Baboo *C. M. Chatterjee.*] Do the ryots derive benefit from the planter in the way of roads, schools, medicines, &c.?—Roads are made, but they generally lead from one factory to another, and the ryots are called on to defray part of the expenses of it. I got up a school last year, to which several planters gave subscriptions. One gentleman refused to give any subscription because the *nana* knew English. I don't know of any schools being kept up, except by Mr. Forlong.

3524. Mr. *Fergusson.*] Do the zemindars ever oppress the ryots?—Some do, and some don't.

3525. Do not nearly all zemindars exact presents and cesses from the ryots in addition to the rents, on the occasions of marriages, deaths, and festivals?—The zemindars that I know, *i. e.*, the Rajah of Burdwan, Rajah Pertab Chund of Nuldi, and Baboo Ram Ruttun Roy do not. The same is the case in the Bahirbund pergunna. Their servants may take cesses and presents, but it is the case of servants every where.

3526. Baboo *C. M. Chatterjee.*] Do the zemindars willingly give leases to the planters?—I can't speak for everybody, but zemindars in difficulties do give to get money. Ram Ruttun Roy was averse to giving. After a great deal of disputation, Ram Ruttun did give an *ijara* to Mr. Meares.

3527. Mr. *Fergusson.*] Do the ryots of zemindars cultivate indigo as unwillingly for them, as you say they do for planters?—They are equally unwilling to cultivate indigo for zemindars as they are for English planters.

3528. Baboo *C. M. Chatterjee.*] What do you know of the state of the police of this district, and their conduct during the late crisis?—I have had a good deal to do with the police of Kishnagur and Jessore. I have never seen any good men in Jessore and Pubna, but there are two or three good ones in Kishnagur.

3529. *President.*] What is your opinion about the chance of ryots sowing next year?—According to their present temper and feeling, I don't think they will.

Baboo SHAMBU NATH MOOKERJEE, Residence Birnugger, Thanna Hanskali, Zillah Nuddea, called in; and Examined on oath.

Baboo S. N. Mookerjee.

[The Witness premising that he had never been a witness in any Court, nor had ever taken an oath, did, on the constitution of the Commission and its objects being fully explained to him, take the oath required of him by the Act.]

3530. *President.*] WHAT zemindary properties have you in this district?—I have two zemindaries, one is 820 *sicca* rupees, and one is about 1,100. I have other properties in Rungpore, Mymensing, and Dacca, Jallaepore. These are large zemindaries.

3531. Have you also some indigo factories, and do the ryots sow indigo willingly for you?—I have a factory in Hurrinda near my residence; most of my cultivation is *nij*, on the banks of the Matabanga, but I have about 600 beegahs of *ryotti* cultivation spread over 11 villages. The total cultivation is about 2,500 or 3,000 beegahs, including the *nij abad.* I believe that my ryots sow willingly for me, or certainly there would be a complaint against me in some court or other, but they have never done so. My plan is, for a ryot with one plough, to sow 10 cottas or a beegah. A man with two ploughs may sow two beegahs. The rule is one beegah for one plough.

3532. How many bundles do you take for the rupee?—The factory passed through many hands before it came to me; I purchased it 17 years ago. The custom has always been six bundles for the rupee.

3533. Have your ryots made any objection to sowing this year?—In this year the ryots have made no objection whatever, nor have they pleaded any orders from any one not to sow. I am in the habit of seeing all my ryots paid myself, but for all this I do not think that six bundles per rupee can pay them well. I imagine that they sow to please me, as their zemindar.

3534. Baboo *C. M. Chatterjee.*] Do you give advances to the ryots, charge for stamp paper, or take any contract?—I do not take contracts, nor do I charge for stamp paper. If any ryot is in want of money and comes to me for eight or ten rupees, I give it to him as a loan, but it does not represent the number of beegahs he is required to sow.

3535. How much do you charge for seed?—Six annas a beegah; and if the ryots give any seed, I take it at four rupees per maund. This has been the usual practice in these factories. I give three or four seers in *ryotti* cultivation per beegah, about five or six for *nij.*

3536. Taking all these expenses, such as rent, ploughing, seed, harrow weeding, and *bida*, taking all this, do you think indigo cultivation is profitable to the ryot?—His own labour and the cost of the plough are a loss to him.

3537. Mr. *Fergusson.*] Before the late rise in the price of rice and other things, was not there frequently a similar loss of the ryots' labour and ploughs?—Yes, there was a similar loss; but the ryots did not understand it, because they never had to pay it in cash. All that it cost them was their labour, and time, and that of their bullocks.

3538. Baboo *C. M. Chatterjee.*] Have you ever willingly given a lease or a *putni* to any factory?—I have not large properties in this district, but what

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what I have, I have given a lease of four villages to the Bogla factory of the Khalbolia concern. If we do not give leases to the factories there is always a fear of some unpleasantness arising, or of suits; in fear of such consequences, I gave those *ijaras*. It was for five years, and was renewed from term to term for 30 years. There has been no difference with the *Sahibs* about the rents; on the contrary, the money is sent before the instalment is due.

3539. On the expiration of any terms of the lease, did your ryots ever come to you and complain about the oppression of the planter, and ask you not to give the lease?—Yes, a year before its expiration, the ryots have come to me and asked me not to give the lease.

3540. Have the ryots ever offered to give you increased rents, provided you would not renew the lease?—Yes, they have offered to give me whatever I have got from the planter. But fearing that quarrels might arise, I have renewed the lease. My first cousin, Baboo Bamundass Mookerjee, did not in this way renew a lease at the expiration of a term, and one or two slight affrays took place on account of this. The magistrate's interference was called for, and it ended in the renewal of the lease.

3541. Have you had no such affairs yourself?—No, I am in good terms with all planters; and those four villages alluded to, are the only ones that I have given in lease. I have given no leases in my larger zemindaries in other districts.

3542. Mr. *Fergusson.*] On the last renewal, did you get any increased rent or salary from the factory?—I never got any increased rents. It has always been the same. I have got the same bonus as usual, about 500 rupees.

3543. *President.*] Do you ever pay visits to your zemindaries in other districts, to inquire into the condition of your ryots?—I have no brother or shareholder; and in this district I have my factory, my residence, and my mercantile pursuits, and in order to look after them, I am obliged to remain here. I never visited any other zemindarics, but I always get information verbally, and accounts of them constantly from my local agents.

Baboo *S. N. Mookerjee.*

18 July 1860.

3544. Baboo *C. M. Chatterjee.*] Will you state your opinion as to the former and present state of the police?—There is an immense difference: formerly nothing could be done without money. There is an improvement in the darogahs. I can't speak about the rest of the police. From my knowledge, I know that three darogahs never take a piece, and there are others that do so.

3545. Mr. *Fergusson.*] Have you any objection to appear as a witness or plaintiff in any court, and what are they?—My reason for disliking to appear is, because it is written in our *Shastras* that if a *Brahmin* is called on as a witness, the king shall ask him, "What do you know." If a *Khettri* is called, the king shall say to him, "What do you know; speak the truth." If a *Voisyo*, he shall say, "What do you know; speak the truth; if you speak untruth you will fall into hell." If a *Sudra*, "to him shall be administered the judicial oath."

3546. *President.*] Are you aware of any inconvenience being experienced by zemindars since the passing of Act X.?—I object to the provision in section VI., by which a ryot acquires a right of occupancy after 12 years. After that period I can only fix his rent; I cannot eject him. I also greatly object to section XI., which takes away a very necessary power from the zemindar. I have already suffered inconvenience from the effect of this section, and expect more.

Baboo Sri Gopal Pal Chowdari, of Ranaghat, District Nuddea, called in; and Examined on oath.

Baboo *S. G. P. Chowdari.*

3547. Baboo *C. M. Chatterjee.*] In what districts have you landed property; also indigo factories?—Dacco, Furreedpore, 24-Pergunnahs, Jessore, Nuddea, and Baraset. I have indigo factories, called the Sisdia concern, extending from the River Bhagurutti eastward. It is now called the Nanaghat concern. The name was changed because it was unlucky.

3548. *President.*] What amount of cultivation, *nij* and *ryotti*, have you?—About 17,000 to 18,000 *nij*, and about 2,500 *ryotti* in the five factories that are now working. This year I shall only work four. These 2,500 beegahs are cultivated by about 1,800 ryots. Some ryots cultivate 10 cottas, others a beegah. When Europeans had these factories, they cultivated about 8,000 beegahs *ryotti*.

3549. Do your ryots willingly cultivate indigo?—I say, yes, because nobody has ever complained against me, and I have heard nothing of orders or *parwannas* from my indigo ryots. I believe Mr. Larmour, whose factory adjoins mine, had some trouble this year.

3550. Have you given leases or *putnis* of lands willingly to factories?—No, I have not given leases willingly, for I wish indigo to be grown. I can grow it on lands in my possession; besides indigo makes ryots abscond, as I have heard from them. Of course when I do give a lease I get *salami*, and do fix a *jumma*. As to *putnis*, it is a different thing: if I want money, of course I will sell my property, and *putni* is equivalent to a sale, except getting the rent; besides this, a *putni* conveys the zemindary right in perpetuity; and additional security has been given by Act XI. of last year, which saves the *putni* even in the event of sale for arrears of revenue.

3551. Baboo *C. M. Chatterjee.*] You are aware that the ryots do not like you to give a lease, and that they run away; why do you then grant such leases to planters?—My first reason is the inequality of the laws. The planters enjoy equal rights with us, but they are not amenable to the local courts. For similar offences zemindars would be imprisoned, when the European would be fined. Besides, the officials usually help the planters; therefore we are all anxious to avoid collision with planters, to prevent affrays and disgrace. Besides, I know for certain, if an European assistant planter who holds a lease from us, is summoned into court, he will get a chair near the magistrate, while we, the zemindars, who created the lease, will have to stand at a distance. So from all this it ends in our giving the lease; and I constantly advise my friends to give leases for the above reasons.

3552. *President.*]

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Baboo *S. G. P. Chowdari.*

18 July 1860.

3552. *President.*] Would you have any objection to allow indigo to be cultivated by planters, through ryots living on your estates, without giving the planters leases or *putnis*, supposing it did not interfere with your own indigo cultivation?—If the ryots found that they derived advantage from indigo, I should make no objection; but the ryot has no profit in indigo, and what man is there in the world who would do what did not give him a profit? The cultivation of indigo even in my own factories, cannot pay the ryots, notwithstanding that I show every consideration to the ryots.

3553. Mr. *Fergusson.*] Why do you make your ryots do what is not profitable to them?—I bought this factory partly at the solicitation of my ryots, who did not want it to fall into the hands of others, and I only follow the system of others; but I go to the factory myself or send my brother, and summon my ryots, and ask them how much indigo they wish to sow. They make up a list of how much they are content to sow, and accordingly we give them advances. Besides, at the time, if they fall two or three hundred beegahs short, I don't take notice of it.

3554. *President.*] Are you in good terms with the planters generally?—Yes, I am on good terms.

3555. You are a zemindar; have you found any inconvenience or advantage from Act X. of 1859?—I have not found any practical inconvenience yet, but I can say that our legitimate rights as zemindars have been curtailed. Formerly we had the legal right of calling our ryots for the adjustment of rents; this has been taken away. Next, the ryots now acquire a right of occupancy after squatting. I have nothing else particular to complain of, but the law is a very long one, and I have not been able to acquaint myself with it.

3556. Mr. *Fergusson.*] Have you experienced any more difficulty since the passing of the Act, in collecting your rents than before?—I am on good terms with my ryots, and continue to summon them, and collect the rents as hitherto. I apprehended great inconvenience to small *talookdars*, who will have no remedy but a suit.

3557. *President.*] Are you aware that zemindars used to send to their ryots under the pretext of rent, and beat and oppress them?—If zemindars behave in that way, the criminal law should be made stronger, and severe punishment should be inflicted. In all these matters, everything depends on a good understanding between zemindar and ryot.

Baboo PRAN KISTO PAL, of Latoodaha, Damurhuda, Thanna Nuddea, Zillah Nuddea, called in; and Examined on oath.

Baboo *P. K. Pal.*

3558. *President.*] WHAT landed properties have you in this district?—I have zemindaries, *putnis*, and *dur-putnis*; and I have purchased this year two factories, named Narainpore and Simultolia; the last named is close to the station.

3559. Have you willingly given leases or *putnis* to planters?—I have given five *mouzas* in *durputni* to the Nischindipore concern. I have also given the *ijara* of some land to the Loknathpore and Khalbolia concerns; but the lease expired in *Chaitro*, and I have not renewed it. The above were not given willingly, but on account of cases. I did not renew it this year, as the ryots came and told me that there was a new order that they were not to sow indigo.

3560. Mr. *Sale.*] Is it because the ryots were not willing to sow indigo that you did not renew your lease?—It is partly for that reason, and partly because the *Sahibs* could not press me this year, on account of troubles of their own. The *Sahibs* did apply for a renewal.

3561. Baboo *C. M. Chatterjee.*] For what term were the leases given, and when that term expires, do not the ryots come to you and ask you not to renew the lease?—The term is four years, and at the expiration of that period the ryots come and beg of me not to renew it, saying that many ryots have run away from the same. My ryots have never come and told me that they would make up the rents of the lease if I would not renew it, for they have nothing to give, because they are so poor.

3562. *President.*] You are a *mahajan* as well as a zemindar; does indigo cultivation interfere with your lending money?—It does interfere, because the ryots are not allowed to sow rice until the indigo is sown, and afterwards weeded, and it becomes too late to do anything for the rice crop, and consequently poor ryots are not able to pay off their rice as well as cash debts to me.

3563. Mr. *Fergusson.*] Have you ever forbidden your ryots to sow indigo?—No, never. On the contrary, I tell them to sow, that if they do, they will not be oppressed by the planter.

3564. Have you heard from the ryots that Government has prevented them sowing indigo?—Yes, I heard from them that a new rule has come out for them not to sow indigo, and they said. We have not taken advances, and won't sow.

3565. Baboo *C. M. Chatterjee.*] What are the oppressions you have suffered at the hands of the planters?—Formerly I have suffered at the hands of the planters, but now I have thought it best to submit, and have managed pretty well.

MAHASUNDO GHOSE (Caste Goala), Inhabitant of Alumpore, Thanna Mihirpore, Nuddea, Factory Amjhupi, Katuli Concern, called in; and Examined on oath.

M. Ghose.

3566. Baboo *C. M. Chatterjee.*] DID you sow indigo last year?—Yes, I did. I sowed nine beegahs by my own measurement, and five by the factory. I completed all my sowings in October, and I had nothing left in April. No suit has been instituted against me.

3567. *President.*] Then, what have you to complain of?—I have to complain of general oppressions regarding indigo, but I have a special complaint regarding my *ghee*. The assistant of Amjhupi gives me two rupees and takes 12 seers; the value would be more than three rupees; also the

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the planter at Katuli and all his people take *ghee* from me, *i. e.*, give me one rupee and take three rupees worth of *ghee* from me. I never complained to anybody; to whom shall I complain? If a single cow strays into the indigo, the village is fined 50 rupees, and I have to pay five rupees. Also, there is a tax laid upon us for the marks of cattle hoofs on the plain. In this way, I, because I am a *goala*, and have many cattle, had to pay 14 rupees, and the other *goalas* in the village, which amounted to three houses, paid 16 rupees. Mr. J. Smith levied this fine himself. A peon was sent with me while I collected the money, and I had to pay one rupee for the peon.

3568. Baboo *C. M. Chatterjee.*] What other complaints have you to make?—I have to complain about this, that if I want to sow linseed in the rains, I am obliged to cut the jungle on the old homesteads and clear them, and I am not allowed to look after my own land. Also, I am not allowed to cultivate in October my cold weather crops or my early rice. Once, Jadu Biswas and Kanai Lall Biswas, *gomashtas* who look after the rice *golas*, came to me for a man for whom there was no rice in the factory, and took about two *bish* on promising to pay me in a day or two. They paid me six rupees instead of 20 rupees. Also, last *Bhadro*, I, in company with several others, were sent for and told to purchase linseed to the extent of 50 maunds, at three rupees a maund. I declined, but got off by compounding to pay 25 rupees. Also, in *Kartik* before last, I sowed five beegahs which did not come up. They sent for me to the factory, and took from me six rupees four annas as the price of the seed.

[Commission adjourned at 6 P.M.

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MINUTES OF EVIDENCE

TAKEN BEFORE

THE INDIGO COMMISSION IN CALCUTTA.

Saturday, 21*st July* 1860.

PRESENT:

W. S. SETON-KARR, Esq., C.S., President.

Members:—R. Temple, Esq., C.S.; W. F. Fergusson, Esq.; Rev. J. Sale; Baboo Chunder Mohun Chatterjee.

The Honourable ASHLEY EDEN, at present Magistrate, Collector, and Salt Agent, Cuttack.

Hon. *A. Eden.*

21 July 1860.

3571. *President.*] WILL you state to the Commission the districts and appointments in which you have had experience?—I was first appointed assistant magistrate and collector of Rajshahye, and for a short time had charge of the sub-division of Nattore, in that district; I was then appointed to the sub-division of Aurungabad, in the district of Moorshedabad; I was then employed on special duty, and then made Deputy Commissioner of the Sonthal pergunnahs, and was next appointed to be magistrate and collector of Baraset; then I officiated as Junior Secretary to the Board of Revenue, and this year I joined my appointment as officiating magistrate, and collector, and salt agent of Cuttack.

3572. During the time you held these appointments, did you endeavour to mix familiarly with the people, and had you frequent opportunities of ascertaining the working of the indigo system?—Yes, I always endeavour to mix as much as I could with the people, to ascertain their views upon all subjects, and in the districts of Rajshahye, Moorshedabad, and Baraset, I had ample opportunities of ascertaining, both from the natives and the planters, the working of the system.

3573. Do you hold the opinion that that cultivation is the result of free agency on the part of the ryots, or that it is in a great measure compulsory?—My opinion is, that with the exception of factories which have a large extent of *chur* lands cultivated, it is in no instance the result of free agency, but that it is always compulsory.

3574. Will you state to the Commission, as fully as you can, the facts, proofs, or reasons which have induced you to hold this belief?—First, I believe it to be unprofitable, and therefore I cannot believe that any ryot would consent to take up that cultivation, involving, as it does, serious pecuniary loss to himself; secondly, it involves an amount of harassing interference to which no free agent would subject himself; thirdly, from a consideration of the acts of violence to which the planters have throughout been compelled to resort to keep up this cultivation, as proved by the criminal records of Bengal; fourthly, from the admissions of the planters themselves, that if the ryots were free agents they would not cultivate indigo; fifthly, the necessity under which the planters state themselves to be of spending large sums in the purchase of zemindaries and other descriptions of rights, giving them territorial influence and powers of compulsion, without which they would be unable to procure the cultivation of indigo; sixthly, the statements of the ryots and the people generally in the district in which I have been; seventhly, the fact, that as soon as the ryots became aware of the fact that they were by law and practically free agents they at once refused to continue the cultivation.

3575. Can you point to any particular records, printed or other, in support of your assertion regarding acts of violence?—I beg to hand in an abstract of 49 serious cases of murder, homicide, riot, arson, dacoity, plunder, and kidnapping which have occurred from the year 1830 to 1859, some of which I have taken from records which came before me during my incumbency, others from printed Nizamut reports, and all from authenticated papers. I also give a file of heinous cases connected with the cultivation of indigo, which occurred previous to the year 1810, with a view of showing that on the commencement of the system of private trade in the interior of the country these acts of violence were resorted to, and, in consequence of those acts, five Europeans were punished and deported from the country; and the Government, in a Circular Order of the 20th July 1810, considered it necessary to warn the magistrates to check the system of forcing the cultivation by means of advances on ryots. This last statement I have derived from a printed Parliamentary Report of 1820, on the occasion when the Directors of the Company were charged with impeding the settlement of Europeans. The great majority of the cases in the first list filed have occurred within the last 10 years.

3576. Could you state how many of the above cases came under your personal observation as magistrate?

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magistrate?—Under my own actual observation I only remember two cases of those noted in the list. One was the case of kidnapping in Shanpore factory, Bansbarria, in the Rajshahye district, in which one man was confined and died in the godown, and his body was thrown by the factory servants, and sunk, by means of bags of bricks, in a *jheel*. This I know from having been assistant to the magistrate who tried the case, and being acquainted with the parties concerned in it. The native servants of the factory were punished by the judge, but were released by the Nizamut, who ruled, that although there was no doubt that the man had met his death whilst confined in the godown, yet that there was no distinct proof of the precise means by which he met his death, and therefore they merely punished those who were engaged in concealing the body. Another case mentioned there, which I myself investigated, was a case in which the servants of the *Hobra* factory went with a large party of ploughmen and ploughs, and ploughed up about 125 beegahs of the ryots' cultivation, and sowed indigo on the land. I imprisoned the factory people, and was reprimanded for leniency, and for having shown a prejudice in favour of the planters. Another case which I want to mention, which, though within my own knowledge, is not contained in the list, was, that when I went to the Aurungabad sub-division I found that it was the custom to carry off the cattle of the ryots who would not sow indigo. It having been brought to my notice that a great deal of suffering was occasioned to the ryots by the sale of their cattle in the previous year, I instituted inquiries, and having ascertained one of the places in which the cattle were kept, I sent out a party of police, and released from one of the out-factories about 200 or 300 head of cattle, which, even when brought to my own house, the ryots, through fear of the planter, were afraid for several days to come forward and claim.

3577. What was the distance of the sub-division from the head quarters of the factory, and why was the sub-division established there?—The assistant magistrate's residence was between 50 and 100 yards from the factory, and the sub-division was established partly on account of the disputes between Messrs. Lyon and White on the one part, and Mr. David Andrew on the other; and partly on account of the number of complaints, which came from that quarter, of the oppression to which the people were subjected by the servants of the factories. On joining the sub-division, the head-quarter house was not being yet erected, and not knowing the causes which led to the selection of that site, I recommended its removal to the town of Junghypore, which was the principal *entrepôt* of trade in that part of the country. On going to Aurungabad great objections were raised by the planters, however, to the selection of a site so close to the factory, on the grounds that the magistrate's court would interfere with business of the factory. It is worthy of remark, that it was the factories of these two firms which were first attacked during these disturbances. In justice however to the manager, Mr. M'Leod, I wish to state that I always found him personally willing, so far as was consistent with the interests of his employer, to pay attention to the complaints of the people, and to this may, in a great measure, be attributed the fact that the factory was not then a paying concern. Since then the cultivation has greatly been increased, and I am of opinion that it was owing to that that the late disturbances took place in that concern.

3578. Mr. *Fergusson.*] In the 49 cases which you ferreted out, as having occurred during the last 30 years, is it not the case that in more than half of them, Europeans have not been accused, or, if accused, have been acquitted?—There are scarcely any one of these cases in which the European or principal manager of the concern has ever been put upon his trial, although in many of them, the judges trying the cases have expressed strong opinions that such Europeans were themselves implicated in them; and it is to this impunity and freedom from responsibility that I attribute the constant recurrence of these violent outrages.

3579. In such instances as you have mentioned, was it not a gross dereliction of duty on the part of the Government not to prosecute the Europeans?—There certainly was a failure of justice which, in my opinion, may to a certain extent be attributed to the strong bias which the Government and many of the officers of Government have always displayed in favour of those engaged in this particular cultivation; this may also partly have arisen from the difficulty which exists under the present law of obtaining a conviction against Europeans, as, for instance, in the case in which a planter named Dick *alias* Richard Aimes, was murdered by a European planter named Yong, a French planter named Pierre Aller, and some native servants, in which the Frenchman and the natives being amenable to the Courts of the country, were imprisoned for life, whilst Yong, the European British subject, not being subject to the jurisdiction of the local Court, was tried in Her Majesty's Supreme Court in Calcutta, and was acquitted on precisely the same evidence as was brought against the foreigners and natives who were convicted in the district Court; the sentence being upheld by the Nizamut Adawlut.

3580. Then you consider that in that case justice was obtained in the Mofussil Courts and denied in the Supreme Court?—I consider that the judges of the Court of the Nizamut Adawlut are fully as competent to come to a decision on the evidence before them as a Calcutta petty jury. I therefore consider that in this instance a failure of justice occurred in the Supreme Court.

3581. If I tell you that I was in the Supreme Court during the whole of that trial, and with a strong feeling against the prisoner, and that I, and most other gentlemen in Calcutta, considered it impossible to find him guilty on the evidence, would it alter your opinion in any manner?—No, as with those facts before them, and commenting on those facts, the Sudder Court subsequently convicted the remainder of that party as accessories to the murder on that evidence; the previous acquittal in the Supreme Court, and the distrust thrown upon the evidence having been urged by the defendant's counsel, and over-ruled. Moreover, if the murder was not committed, where is Dick *alias* Richard Aimes, who has never appeared since?

3582. In the other cases contained in your list, in which no remarks are made by the judges, is it merely your opinion that the Europeans among them were guilty parties, and should have been punished?—Having had very little conversation with any other parties on the merits of these cases, I am not prepared to state whether any

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Hon. A. Eden.

21 July 1860.

any other person has formed the same opinion, but in my own certainly the European who organizes an attack, who conceals the offence, and in one instance even allowed one of his servants, who had murdered a ryot, to be concealed, whilst a third party was sentenced capitally, should be held liable to the same punishment as a native of this country would have in all probability been subjected to, if he committed the same offence. I allude to the case of Mr. Patrick Smith, of Dulleemulla factory, in which a servant of his murdered a Chowkidar, who endeavoured to resist the carrying off of ryots who refused to take advances for the cultivation of indigo. The man admitted the murder to Mr. Smith the same day. The actual murderer in that case was not apprehended, but another servant, of the name of Ram Sing, was capitally sentenced for that crime. Some months subsequently a second murder was committed by the same man, and a rumour spread that this man was really the murderer in the former case. On the representation of Mr. Hills, Dr. Archer and others, Mr. Smith then appeared before the Sudder Court, and in consequence of the statement there made, the sentence of Ram Sing was commuted, and the real culprit was apprehended.

3583. Then in this instance, did not the sessions judge and the Sudder Nizamut convict and sentence to be hung the wrong man?—They convicted the accomplice, who was present at the time, but who had not actually struck the fatal blow, instead of the principal, who was concealed in the factory, where he was subsequently found by the magistrate. This arose from the fact that the two men were up-country lattials, not natives of Bengal, in consequence of which some confusion occurred in the identification of the principal and the accomplice by ignorant Bengali ryots. If the European planter had come forward, as disapproving of the crime as he was bound to do, before the magistrate or the sessions, this difficulty of identification would not have arisen. The conviction of the Courts was according to the evidence before them.

3584. *President.*] It is not a very unusual thing for additional or supplementary evidence to be either offered or received before the Sudder Nizamut, such Court deciding only from the records?—I never heard of a similar course of proceeding; I believe the evidence to have been received at the instance of the two Messrs. Trevor, one of whom was legal remembrancer at the time.

3585. Mr. *Fergusson.*] In the course of inquiries, have you not come across similar cases in the opium and salt departments?—No; I have not perused any records, nor have I any personal knowledge of such cases.

3586. Have you not heard of similar cases in one of the salt agencies in the *Midnapore* zillah?—I have heard that some heinous offences occurred in some way connected with the salt department at Hidgelee last year. In what way these cases arose, or in what way they were connected with the salt department, I have no knowledge whatever; I believe them to have arisen from disputes between the preventive and manufacturing branches of the salt department; but my knowledge is entirely derived from general rumours. In the opium department I have never heard of any cases whatever.

3587. Do not any cases similar to those in your list arise from disputes between rival native zemindars respecting lands, hauts, &c.?—Frequent affrays and kidnapping arise from such sources of dispute, but of late years they have nearly ceased in that part of the country of which I have special knowledge, and I believe generally throughout Bengal; they however more frequently take the form of disputes between two strong contending parties well able to cope with one another, and do not, as in the indigo cases, show the strong continually preying on the weak, and disputes arising out of a false system of trade.

3588. Have you any reason to believe that the system carried on in the silk trade was different as regards ryots from that of the indigo business?—I have no knowledge on the subject.

3589. Have the indigo cases now ceased in Bengal, together with the cessation of the same zemindary affrays; or do the former continue in any district while the latter have ceased?—I believe the establishment of the numerous subdivisions throughout Bengal has had the effect of decreasing violent open outrages of every description, such as affrays; but the seizing of ryots and the confinement within the factory walls has, in my opinion, increased as violent overt acts have decreased. The greatest decrease however is in cases unconnected with indigo on account of the fear which the zemindars have of these subdivisions, and the great facility which is afforded to the European planters of opposing the ryots in any way which does not involve any great publicity, such as would necessarily attract the attention of the higher authorities.

3590. Are kidnapping and imprisonment still carried on by zemindars as well as planters?—Yes, I believe they are in many instances, but since the passing of Act X. of 1859, I believe that they have greatly decreased.

3591. Then, has the increase of these offences to which you alluded solely occurred in indigo concerns?—Whether it is that there is an actual increase, or whether it is that the establishment of sub-divisions have brought them to light, or whether it is that the punishment of several planters for this offence has given the ryots greater confidence to speak more openly of these things, I am not sure; but I have certainly heard more of such cases within the last few years than before, and I believe that it may be attributed to the increased reluctance of the ryots to sow without such compulsion, and also to the check which has been given to such outrages.

3592. In case 18 you remark that the Europeans, for whose benefit the crime was committed, was not punished. Do you ground that opinion from the observations of the judge or from what you read of the case?—To the best of my recollection the printed report of the case will show that the judge, Mr. G. C. Cheap, remarks that the case was one in which great blame attached to Mr. Tripp, and said it was cause of great regret to him to put on record the commission of such violent outrages by Europeans, but that he was glad to state that Mr. Kenny, the proprietor of the concern, was on his way to England, and was not therefore responsible.

3593. In case 29 you remark that Mr. French was in the jail in which these men were confined at the time. Do you mean by your remarks on that case that Mr. French ought to have been brought to trial?—Judging from the evidence, as it appears in the printed report of the Sudder Court, I should, if I had been the magistrate before whom that case came, have committed Mr. French to take his trial, as it appears that he

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be compromised the case by giving compensation to the owner of the boat.

3594. In case 39 you observe the servants were imprisoned, but Mr. W. Collis, who was admitted by the judge to give the order, was not put on trial, by virtue of his descent from European stock; on what is that remark founded?—It is my strong opinion derived from a perusal of the case. For the judge stated that the order was given by Mr. W. Collis himself, and I can conceive no other possible reason why, if the judge considered Mr. Collis to have been guilty, he should not have taken steps to bring him to justice; and, judging from the practice of the courts, I feel convinced that had he been a native his trial would have been directed.

3595. On the whole, considering the number of districts and the number of indigo concerns and of planters engaged, also the period of time over which these cases extend; considering also the state of society in the Mofussil; do you consider that these serious cases are frequent, rare, or otherwise?—These cases do not in any way represent the total amount of such outrages that have been committed during the period embraced. The greater part of the selected cases of which an abstract has been given are only those of so serious a nature as necessitated a reference to the Sudder Court, either on account of the severity of the penalty involved or in appeal on points of law. My own opinion is that not one tithe of the offences actually committed ever came before any Court at all; of those which are actually brought up by the police, very many are disposed of by the magistrate himself; and others of a more serious nature are decided by the Sessions Court without reference to the Nizamut. I have not had the means at my disposal to enable me to lay before the Committee any memorandum of such cases. The improved administration of the police arising from the increase of sub-divisions has decreased the number of violent crimes of late years, but it has, as a consequence, checked the cultivation of indigo.

3596. Mr. *Temple.*] But on the whole do you consider that planters rarely resort to serious violence or frequently; and do you believe that these deeds of violence are committed by a few planters, or by the majority, or what?—I believe that deeds of the violence of those noted in the abstract filed are not frequent, but still they are such as to keep up and perpetuate a feeling of terrorism, without which, in my opinion, the cultivation of indigo could not be carried on for one day. Any act of great violence committed in any district, such, for instance, as the attack of the village of *Haut-dayal*, in the district of Rajshahye, in the concern of Messrs. J. and R. Watson & Co., in which three villages were gutted, three cultivators killed, and six wounded, would be enough to strike terror into the hearts of the ryots in that part of the country for many years to come, and it is only when the ryots have forgotten such acts as these that any fresh violence of this sort is necessary. I believe that there are many planters who do all in their power to avoid having recourse to such expedients, but it will be found that one or two outrages of the most serious description have occurred within the remembrance of men in every district and with every concern.

3597. Have you known many planters who would not under any circumstances themselves order or authorize such proceedings; and do you know whether such things could or could not be done by the servant without the authority of the master?—I know many planters who would neither authorize or order such proceedings, but the system is such, that they are frequently involved in such cases against their will, and the system which they pursue, and the class of servants that they employ, force them to this; the worst that can be said of such men is, that when they are so involved, they do not come forward as they should do, and publicly disown the acts of their servants, and render assistance in bringing them to justice.

3598. You have mentioned generally that European planters are practically never punished for acts of violence; is it that prosecutions are instituted by the Mofussil authorities, and fail in the Supreme Court, or is it that prosecution is not attempted; and if the latter be the cause, what is the reason?—Prosecutions are scarcely ever attempted. The reason of this is partly because Mofussil magistrates know the difficulty of procuring a conviction in the Supreme Court, partly from great unwillingness among prosecutors and witnesses to subject themselves to the liability to come to Calcutta to attend the Supreme Court, and to a great extent to the bias in favour of the planters, which has been too frequently displayed by men in all positions, from the highest officers of the Government down to the lowest.

3599. As an officer of Mofussil experience, what do you consider to be practically the difficulties of prosecuting the planters before the Supreme Court; or how do these difficulties arise?—It never fell to my lot to have to commit any planter, but judging from my experience as a justice of the peace, in obtaining convictions against Europeans, I consider that very great practical difficulties exist. For instance, I have committed Europeans to the Supreme Court; the bill has been thrown out by the grand jury, under circumstances which led the Government to direct a recommittal on the same evidence. The evidence was described by the Advocate General as being of the most clear and conclusive description. The parties were recommitted on precisely the same evidence, and were convicted and sentenced. In another case I committed an officer for trial for manslaughter. The officer admitted before me having committed the assault, which led to the man's death. The medical evidence showed that although the man was in bad health, yet his death had been hastened by the injuries he had received. The grand jury threw out the bill; and it is in cases like these that disheartens Mofussil magistrates from committing Europeans to the Supreme Court.

3600. But, as a magistrate and justice of the peace, would you not commit an offender, if you believed him guilty on the evidence, irrespectively as to your opinion as to what might be the view taken by a Calcutta petty jury or grand jury?—As a judicial officer, if the evidence was very clear in any case before me, I should commit; but, as an executive officer, I should hesitate to take up many cases against Europeans, which under other circumstances I should consider it incumbent on me to proceed with.

3601. Mr. *Fergusson.*] In this list I see eight names of persons whom I personally know to be foreigners, and parties liable to the Mofussil Court, can you account for their not being proceeded against, if there were any good grounds for doing so?—Of the evidence against the parties

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Hon. *A. Eden.*
21 July 1860.

ties particularly alluded to in the cases you have mentioned, I am not prepared to speak without a reference to the cases, but the exemption to which you allude was probably explained in my previous answer, in which I noticed the great bias which has always existed in favour of planters from the very beginning.

3602. Then do you consider that the Government officials have sacrificed justice to favour the planters?—I consider that it has frequently been the case, and I have stated so in official reports. I will go further and say, that as a young assistant, I confess I have favoured my own countrymen in several instances.

3603. Baboo *Chunder Mohun Chatterjee.*] Do you believe that if the European planters in the Mofussil were subject to equal laws and same punishment with the natives of the country, they would be deterred from committing the oppressions you have alluded to?—I believe that with the knowledge that they were subject to the courts, and did not enjoy the perfect practical impunity which they now possess, the system of force which is known to all to have existed so long would not have been continued by the planters.

3604. Is it not the case that if a native gentleman and an European gentleman, a British subject, were found guilty of a similar offence before a Mofussil magistrate, the former might be sentenced to imprisonment, whereas the latter might get off by paying a fine to the extent of 500 rupees?—If an English gentleman and a native gentleman were placed side by side in the same case, I hardly think that any magistrate could punish them in a different manner; but in similar but separate cases, I think that it would frequently happen that a native gentleman would be imprisoned, whereas the European would only be fined, because the magistrate has not, except in particular cases, the power of imprisoning an European.

3605. During the time the indigo planters were vested with magisterial powers, did not some of them abuse their power, within your own knowledge, to serve their own interests?—There were no honorary magistrates in my district.

3606. Mr. *Fergusson.*] In the present state of the Mofussil Courts, and with the present judges who preside in them, would you like to see any European friend tried in them?—I think that if the courts are good enough for the natives, they are good enough for Europeans. If they are not good enough for natives, they are not fit to have any jurisdiction at all over any one. As far as I am myself concerned, I would sooner be tried, if innocent, in the local sessions courts, with an appeal to the Nizamut, than in the Supreme Court. If guilty, I would prefer the Supreme Court and a Calcutta jury.

3607. *President.*] Several witnesses have either stated or admitted, that indigo cultivation is unprofitable and unpopular with the ryots, and you yourself have declared your belief that the cultivation for years has been compulsory; how do you reconcile those admissions and your belief with the fact, that the system has gone on for years without any change?—For many reasons: first, that the people of Bengal are naturally patient in enduring oppressions. Years of tyranny and oppression have taught them to bear every wrong without resistance. Their feelings have taken the form of sullen morose hate, rather than active opposition. These pent-up feelings have now, for the first time, found a vent. Secondly, the police courts have, until the last four or five years, been out of their reach. The planter, having the rights of a zemindar, has reigned over them with the powers of a despot. They dared not leave their homes to go and complain at a distant station; if they did so, they ran the risk of returning to find their cattle carried off, or a relative illegally confined. Even in cases in which, on these complaints, the police were deputed to hold an investigation, sometimes through fear of the planter, and sometimes corrupted by his money, nearly always influenced by some means or other, they reported the case against the ryot. The ryot would then be worse off than before, and his only hope of peace lay in cultivating indigo without opposition, but not as a free agent. Thirdly, Bengalis have not usually that power of conjoint action which would enable them with any prospect of success to form a combination against the planters. Fourthly, ryots, from whatever causes it may have arisen, have certainly all along believed that Government, and Government officials, were interested in the cultivation of indigo; that they were so strongly prejudiced in favour of the planter, that it was useless to complain. The ryots were unable to understand how a man living in terms of the greatest intimacy, and in daily communication with the planter, was capable of deciding cases justly; cases in which the interests of that planter were concerned. Whatever may be the impartiality of the individual magistrate, it would be difficult to persuade an uneducated native that intimacy of this description would not bias a magistrate in his official acts. This intimacy has very often, it may be, without the knowledge of the planter, been made use of by the factory servants as a means to accomplish their wishes. Again, facilities of complaint have been afforded to the planters by the higher authorities, from which the ryots are altogether excluded; and I believe it to be the case that this privilege has been made use of, to influence such higher authority against such of the local authorities as may have shown a disposition to do justice between man and man. And there are cases in which the removal of officials has been attributed by the ryots to the influence brought to bear by those in the interests of the planters against such officials. Fifthly, I believe that the pressure of indigo cultivation has never been so severely felt as during the present time, as, although the ryots have always had to sacrifice a portion of their land and labour, the loss has never been so severe as at the present time, when the value of that land and labour has greatly increased: formerly these lands gave them enough to live upon, and pay their rents, but as there was no market for surplus produce, and but little stimulus to accumulate, it was not worth their while to grow any great amount of produce beyond what was necessary for their own consumption.

3608. Can you mention any cases within your knowledge, in which officials were either interfered with, or censured, or removed, for alleged bias against planters?—Moulvie Abdool Latief was removed from *Kalaroa* for giving an order protecting the ryots against the forcible entry of the planter. My predecessor at Baraset was complained of, for saying that it was optional for ryots to sow indigo or not, and was censured by the late Lieutenant Governor. Of this last case I have no knowledge, except what was derived from the planters themselves, and from the people who

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who still believe him to have been removed for protecting them. In my own case I was, on private representations made by planters, reprimanded and interfered with by the Commissioner. Representations were made to the Government for my removal, on the ground that I had told the ryots that the cultivation of indigo was optional. And three petitions were presented by parties of influence in Calcutta within a few months, demanding my removal on this account, and I had considerable difficulty in defending my own position and upholding my independence as a magistrate.

3609. Mr. *Fergusson.*] Are you aware that the cultivation of indigo in the district of Nuddea does not occupy more than five per cent. of its area, and if so, how can it be so severe a pressure on the ryots as you have stated it to be?—Admitting this calculation to be correct, you must first deduct from that area one-third of the whole as fallow, wood, waste, village, and unculturable lands. You must next deduct one-third of this for those portions of the district in which indigo cultivation is not carried on, and with which the planter has no connection. From the balance you must deduct a very large proportion of wet land suitable only for the cultivation of late rice, and then if you take the remainder, which is the most valuable land in the whole of the district, and the most productive, you will find that the planters have thrown out of profitable cultivation a proportion of the best land, which must press with very great severity on those engaged in the cultivation of profitable crops in the part of the district where factories are situated.

3610. But the said crops are cold weather crops, which can be grown equally with indigo and early rice; and do you think that while grain crops, such as rice, can be taken continually off the same land, it would not be better to vary such crops occasionally with indigo?—Provided that indigo were as profitable as any other crop, I can understand that an occasional crop of that plant might be beneficial to the soil, but so long as it is a dead loss to the ryot, out of pocket, even the inferior rice crop is more remunerative to him. But there are other crops, such as jute, sugar-cane, chillies, ginger, turmeric, tobacco, which afford the ryot a still greater profit than rice; but even supposing that this was not the case, the land is the land of the ryots, they are the best judges of their own interests, and so long as they object to the cultivation of indigo, for whatever reason, I can conceive no principle upon which it can be argued that it is justifiable for a third party to come in and insist upon a ryot sowing that to which he objects, although it may be in his opinion beneficial to the ryot.

3611. But if a ryot has made a coutract, and has received money to sow indigo, upon what principle has he a right to decline to do so?—If a ryot, being a free agent, and acting without force, either actual or moral, voluntarily enters into a contract for the cultivation of any crop, he is of course bound to fulfil it; but the result of my experience and my inquiries on the subject convince me that in scarcely any instance does a ryot, being a free agent, enter into contracts or receive advances for the cultivation of indigo, which is admitted by many competent authorities to involve a pecuniary loss upon the ryot. One of the main elements of the contract, to make it legal, must be that it has voluntarily been entered into by both parties. My own opinion is, that in no instances, within the last six years at least, have ryots entered into legal contracts for the cultivation of this crop.

3612. *President.*] But will you state the precise nature of your experience as to how these contracts are first entered into?—From my own experience, derived from conversations with both ryots and planters, and from the examination of the factory books, and from the inspection of the contracts themselves, and from constant inquiries and investigations for the last four years into the matter, I still continue of opinion that the description of the mode as to how contracts are entered into, given in my letter, No. 500, dated 19th June 1858, page 220 of the Blue Book, is a correct description of the manner in which advances are given and received.

3613. Mr. *Fergusson.*] Do you know that the land in the district of Baraset, to which your experience and inquiries appear to have been limited, is unsuited for the cultivation of indigo, and that it does not produce one-half of the plant which the lands in Kishnaghur and Jessore do?—I have always understood that the lands at Baraset were amongst the finest lands in Bengal, and as the district borders both on Jessore and Kishnaghur, much of the land is precisely of the same description as that of those districts.

3614. Do you not think that the occasional intimacy between the planters and officials is balanced by a similar intimacy between the ryots and darogah and the native officials of the district?—My own experience leads me to believe that fear of the planters' influence and fear of the representations he may make to their official superiors, render the police very apt to side with the planters' people when the opposite party were poor natives. My great difficulty has always been to get the police to act boldly and straightforwardly in cases of this sort. I have frequently had to find fault with the police for displaying an unjustifiable bias in favour of the planter.

3615. *President.*] Have you reason to believe that any portion of that bias is due to illegal or improper influence, such as the payment of money, and if so, on what reasons do you ground that belief?—It has frequently been stated to me by planters, that unless they had recourse to these means, they would find it difficult to carry on their business. I generally believe that as a rule, the police have hitherto been so corrupt that there is reason to suspect that in very many cases they have been so influenced. Of late years, since constant inquiries have been made into the matter, and an educated and higher class of natives have been employed, and since the salary has been increased, there has been a most decided improvement in this respect.

3616. Then it is your decided opinion that so far from the magistrates having obstructed or impeded indigo cultivation, they have not afforded to the ryot the support and protection he might fairly expect?—I think that if the law had been strictly administered by the magistrates, and if they had at their disposal a staff of well qualified officers sufficient for them to carry out the law in all cases, the present system of cultivation could not have been continued as it has done. I believe that many magistrates have been deterred from doing their duty in this respect, from a sensitive desire to avoid the ignominious reproach which has always been raised against them of being jealous of the non-official classes; and in avoiding this reproach, they have allowed them-

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Hon. *A. Eden.*

21 July 1860.

selves to display a bias in favour of the planters, which has in many cases led to a failure of justice.

3617. Mr. *Sale.*] You mention as one reason why the ryots, though unwilling, have been cultivating so long, that the police courts were out of their reach. Did you refer to the distance the ryots have to go to get justice, or to the difficulties arising out of the arrangements of the courts, or of the character of the *amla*, or to the difficulty arising out of the ryots' fear of the planter when he is also a zemindar?—I allude to the fact that in many districts ryots have to go some 30 or 40 miles to the nearest magistrate; and that through fear of the planter, who is a zemindar, they dare not leave their houses for this purpose. I also alluded to the fact, that in one district with which I was acquainted, the power of one firm is so great, that the ryots used to come across in my district to complain to me, because they dared not go through their own district to reach the station at which their own magistrate resided.

3618. Do you not think that a simple mode of administering justice, such as that adopted in the cutcherries of the planters, would be much more effective than the arrangements at present existing in most of the Mofussil courts?—I have no personal knowledge of the system pursued in the planters' cutcherry, but I am not prepared to recommend that the system pursued in those courts, as I understand them to be, should be introduced into the constituted courts of the country. I have no doubt that in many cases a planter may dispose of cases with great justice when his interests are not antagonistic to those of the people themselves, but everything in such a court must depend entirely upon the temper and ability of the individual presiding.

3619. Is not it often ruin to a ryot to leave his home, say at the sowing season, to make a complaint at any of the Mofussil courts?—Until late years it was doubtless impossible for ryots to leave their cultivation to go to a distant court; but of late years many district sub-divisional courts have been brought within a day's journey to every ryot in the district.

3620. You mentioned in a previous answer that planters have admitted to you that the ryots are not free agents; does this statement refer to any constraint put upon them, or does it refer to any relation which they supposed themselves to have as their zemindars?—The planters have undoubtedly a very mistaken notion of the right of interference with the ryot's crops and cultivation which they consider themselves to possess as zemindars. They doubtless referred to force and constraint, which, in their position as zemindars, they were able to exercise towards their ryots with practical impunity.

3621. Mr. *Fergusson.*] Have the native zemindars and *mahajans* equally mistaken notions of the rights of cultivation?—I never heard of a zemindar insisting upon a ryot sowing any particular crop, unless that zemindar was also an indigo planter; neither have I ever heard of a *mahajan* exercising any interference in the cultivation of the crop of a ryot indebted to him. I never heard from *mahajans* that they found it necessary to exercise any interference whatever with the ryots; and I know cases in which ryots who, having given *jute* under advances from *mahajans* living at the distance of 30 or 40 miles away, have scrupulously fulfilled their engagements with the *mahajans* who had no *zemindarry* rights in the district, and no power in any way of interfering with the cultivation. But I know so far of *zemindars* collecting a cess on particular descriptions of crops, which is of course illegal; but this interference on the part of the *zemindar* is not general, and does not extend to interference with the cultivation of crops.

3622. *President.*] Practically, do not *gantidars, jotedars*, and other tenant proprietors, select their own crops, vary them, fence their own gardens, and plant them, and reap the produce, without any dictation or any interference on the part of the zemindar?—Always within my knowledge.

3623. Is there not a great increase of date and sugar-cane cultivation in parts of Baraset; and if so, to whom do you attribute that cultivation?—In the eastern portion of the district there is an extensive cultivation of date, which is entirely grown by the more prosperous ryots who have large *jotes*. And I also know several instances in which zemindars themselves purchase the ryots' lands, and made use of their own waste lands, by turning them into date gardens.

3624. Baboo *C. M. Chatterjee.*] Do you know that a kind of leather strap is kept in the factories for beating ryots?—I have heard from ryots that there is a stick with a leather attached to it, called "Sham Chand," or "Ram Kant;" but this I merely heard from the Kishnaghur ryots.

3625. Mr. *Fergusson.*] Have you never heard that this was originally invented and used in the Honourable Company's silk filatures?—I have never known if this was the case; but I can quite believe that such may have been the case in those days.

[Commission adjourned at 6 P. M.

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Monday, 23d July 1860.

PRESENT:

W. S. SETON-KARR, Esq., C. S., President.

Members:—W. F. Fergusson, Esq., Reverend J. Sale, and Baboo Chunder Mohun Chatterjee.

The Honourable ASHLEY EDEN's Examination, continued.

Hon. *A. Eden.*

23 July 1860.

3626. *President.*] You had occasion to enter into correspondence with the Commissioner regarding the cultivation of indigo, and to issue certain instructions to the police in 1859, and you are well aware of the refusal to cultivate indigo on the part of the ryots during the present season; to what causes mainly do you attribute that refusal?—The refusal to cultivate indigo is in Baraset nothing new. So long ago as the year 1855, a former magistrate, Mr. Mangles, having expressed an opinion (in certain cases connected with the cultivation of indigo) that the ryots could not legally be compelled to take advances for the cultivation of that crop against their wishes, the result was, that the ryots, having discovered this, at once threw up the cultivation, and the out-turn of the concern for that year was only 65 maunds. Complaints were made to Government by gentlemen at Calcutta connected with the indigo trade, and it was stated by themselves, that Mr. Mangles was reprimanded for having told the ryots that the cultivation was optional. Whether this reprimand was actually administered or not I cannot say; but the result was, that on Mr. Mangles leaving the district immediately afterwards, the ryots understood him to have been removed for affording them protection; and they again were afraid to resist the endeavours made by the planters to force this cultivation upon them, and sowed indigo that year to a small extent. The subsequent year being the year of the mutiny, and there being strong reasons to believe that the natives of Baraset were impressed with a great dislike of planting, and as they had on a previous occasion (about 1832) actually attacked the factories under the leadership of Titoo Mir, the planters on this occasion were afraid of similar attacks, and applied for and obtained a special guard for the protection of their lives and property; the consequence of which was, that the ryots that year, being afraid of being charged with intimidating and opposing the planter, sowed a moderate quantity of indigo. In a subsequent year, however, a question having arisen as to the right of the planter, on an *ex parte* allegation that ryots were under advances to him, to enter himself upon the lands of such ryots and cultivate their indigo, I expressed a strong opinion that the land, being the property of the ryots and not of the planters, the planters had no right whatever, on any such plea, to take possession of the ryots' lands, and that the magistrates were bound, in case of such trespass, to protect the ryots in their possession. On that occasion my views were not upheld by the Commissioner, and I was directed to induce the ryots of Mr. Larmour to sow their indigo. I went to the spot, and the ryots sowed. Next year I was determined to bring the question to a practical issue, and a similar question having arisen, I again gave the same order to my subordinates to afford protection to the ryots, in the event of the planters' servants entering violently into their lands to sow there a crop which the ryots objected to. My orders were again upset by the Commissioner (Mr. Larmour's case of 1858-59), and I was reprimanded. I remonstrated, and the result was the correspondence in the Blue Book, in which my order was finally upheld. Early in 1859, Mr. Prestwich and Mr. Warner having complained to me that their ryots refused to take advances to settle the accounts for the past year, and having requested me to use my influence to make them take advances, I stated my inability to do so, and told them the only way of inducing their ryots to sow, or to enter into the cultivation, would be by offering them a remunerative price. Instead of doing this, they complained to the Lieutenant Governor, Mr. Halliday, and the result was an interview as described in the Lieutenant Governor's minute, page 151 of the Blue Book. After this I drew up a vernacular paper, or *rubakari*, which is given in page 156 of the Blue Book, and the ryots then learnt that it really was optional for them to enter into contracts, or to refuse to do so. The fact that it was optional spread generally throughout the district, and ryots came from Jessore and Kishnaghur, and took authenticated copies of my order. Knowing that the effect of the intimation would be to spread gradually throughout Bengal a knowledge of the fact, that it was optional with ryots to enter into the contracts or not, as they thought fit, I apprehended that the result of such knowledge would be to put a stop to the forced system then existing. I thought it necessary to obtain the sanction of the Commissioner previously to granting such copies. The *rubakari* was issued on the 20th February 1859. In the following season the question of the right of the planter was again discussed between myself and the Commissioner, and the final orders of the Government alluded to above were received, laying down a distinct principle on this point. This was subsequent to the issue of that *rubakari*. Copies of the Government Order were forwarded to the sub-divisions for the information and guidance of the deputy magistrates in charge of those sub-divisions, and by one of them a parwanna was issued, viz., by the deputy magistrate of Kalaroa, which is said by the planters and their advocates to have been the cause of the ryots' refusal to sow. That parwanna was not issued with my knowledge, as explained in my letter to Government. A natural consequence of

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Hon. *A. Eden.*

23 July 1860.

of the ryots' finding that they were really free agents, and that for the first time for a long period of years there was an inclination displayed by the authorities to afford them that practical protection, which had all along been theirs by law and theory, was, that they refused to sow, and appealed to the authorities for protection from force. I do not believe that, as has been stated by the planters and others, the ryots ever believed that it was the wish of Government that they should not sow indigo, but I believe simply that they believed it to be optional. I may add, that I long foresaw that such a crisis was at hand; and in the late great rise in the price of all commodities, and the labour market, nothing short of military force could have for any period compelled the ryots to continue the cultivation of the crop, which, though always distasteful to them, had latterly involved a pecuniary loss which they were unable to bear.

3627. Then are we to understand that, in your opinion, the compulsory character of the cultivation is the primary and original cause of the dislike; the late rise in prices the additional cause; and the sudden knowledge that entering into contracts was purely optional with the ryots, was the approximate cause that set the whole thing in motion?—Yes, that is decidedly my opinion.

3628. Did you ever state to any planters that you foresaw the late crisis?—Yes, I did to Messrs. Forlong, Henry Deverell, Prestwich, and all with whom I had any conversation on the subject.

3629. Were there any peculiarities in the Baraset district which might make the ryots more keenly alive to their own rights, compared to the ryots of other districts, say, for instance, Pubna and Mooshedabad, or even Jessore and Kishnaghur?—Baraset is a suburban district. The ryots are the most intelligent set of ryots that I have ever met with in any district. They have constant communication with the merchants in Calcutta, and know all that is going on in the neighbourhood; being *Sharawallas* (or Ferazees), they have a complete organization, and frequently meet together to interchange ideas. On account of the great influx of troops into the large military stations of Dum-Dum and Barrackpore, as well as in Calcutta, the value of the produce of their lands has greatly increased; a considerable manufacturing population has even sprung up in the district, for the purpose of supplying the demand for *gunny*, and irrespective therefore of the increased demand for export crops, they have also had to supply a surplus for the population labouring for wages in the manufacture of *gunny*, and on the railroad which is being made in the district. It should be recollected that every two maunds of rice or seed exported from this country requires a gunny bag, and they have therefore had a ready sale for the *jute* employed in making these bags. The rise in the labour and produce market has of course made it still more distasteful to the ryots to have to give up a portion of their land to unprofitable crops. In addition to this, Baraset, which is a small district, has three sub-divisional magistrate's offices, in addition to the sudder magistrate's office; it has therefore been easy to control the police, and the people have had to go but a short distance to get a hearing for their complaints. I believe that the manufacture of indigo has never paid the planter in Baraset for the last eight or nine years.

3630. Mr. *Fergusson.*] Do you not perceive much difference between the language of your *rubakari* of February 1859, where you say the ryots are free to take advances, and your letter of the 17th August, in which you say that the ryots had liberty to sow any crop they liked, and do you not think it certain that the parwanna of *Baboo Hemchunder Ker*, embodying terms of your letter, would be interpreted by the ryots as to its being optional for them to evade their contracts?—My letter and my *rubakari* were on two entirely different subjects, and merely entered into the questions specially before me in each case. The *rubakari* had reference to the compulsory attendance of ryots at the factory to receive advances, and to be made to enter into contracts. The letter however merely gave cover to Government order, laying down the principle upon which a magistrate should act in the event of a planter attempting to enter forcibly on the lands of the ryots, on the allegation that the ryot was under advances to sow. There could not therefore be any great similarity between two letters relating to two such different subjects. I deny that the parwanna does embody the remarks contained in my letter; and I further am decidedly of opinion, from information derived from competent persons, official and non-official, that that parwanna had nothing whatever to do with the present position of the ryots, except so far as it further confirmed them in the idea that they were at length about to receive protection from oppression; and I am satisfied that if that parwanna had never been written, the same reluctance to sow would have shown itself.

3631. How do you account for the Baraset concern having sown a large portion of their cultivation this season, and subsequent to your leaving the district?—It is not for me to say how the ryots have been induced to do that which they all along objected to do, but I believe it to have arisen, partly from a rumour that was spread, that I had been under the displeasure of the Government for protecting the ryots, and had been transported out of Bengal into Orissa; and partly from the fact, that the new manager, Mr. Larmour, gained over many of the influential ryots, whom he had previously denounced as turbulent persons, by making them *Dewans*, *Naibs*, and *Gomastas* of the factories. These men, although they do not cultivate themselves, have sufficient influence over their own *Koorfa* ryots to make them sow; and after all, the sowings only amount I believe to 5,641 beegahs and six cottahs, of which 819 beegahs and 11 cottahs belong to a new factory not in the district.

3632. But does not the fact of 5,000 beegahs having been sown, nullify your previous statements as to the determination of the ryots not to sow, as to their superior intelligence, and as to their advantage in proximity to Calcutta, and the possession of a greater proportion of sub-divisions?—I believe that nearly two-thirds of this amount has been sown *nij-abad* by the planter, who has hired these lands for this year at a high rate. I believe further, that the indigo cultivation enforcement law has created a panic throughout the country, and that the ryots have this year thought it better to prevent any collision with the factory, with this assurance that by next year they will receive full protection in their rights. I do not believe further, that the *Koorfa* (or dependent ryots) are free agents in this matter.

3633. Do you consider that the same reasons account

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account for Mr. Larmour's having been able to sow all his mulnath lands within the Baraset district?—I do not know that the Mulnath lands have been sown, and if so I do not know under what circumstances they have been sown.

3634. Baboo *C. M. Chatterjee.*] Are you aware that some of the magistrates issued parwannas to the darogahs, enjoining them to allow the planter to sow any lands that they wished, and to prevent any ryots from objecting to the planters sowing their lands?—I have heard that since I have been in Calcutta, but have no personal knowledge of it.

3635. Mr. *Sale.*] Did you find that your notification in Baraset, to the effect that the ryots are at liberty to sow what crop they pleased on their lands, had any prejudicial effect, on any cultivation, save that of indigo, such as jute, sugar, tobacco, &c.?—Certainly not, it was complained of this having stopped the cultivation of indigo, but of no other crop, many of which were grown in advances in the Baraset district, such as rice, tobacco, and jute.

3636. Did you ever meet with any instances in which the ryots tried to evade obligations arising from advances taken for crops, other than indigo?—No, never, on the contrary I have known ryots refuse to sell their jute at a high price to the Baraset jail, because they were under advances to the Mahajans living on the banks of the Hooghly.

3637. Can you state from your knowledge whether the persons making those advances are in the habit of exercising a strict supervision over the ryots during the cultivation of the crops advanced for?—No, they exercise no supervision whatever, and have no means of exercising such supervision.

3638. Do you know whether the persons making those advances are in the habit of fixing the prices of the produce, when the advances are made?—Yes, the bargain is always made at the time of giving the advance, according to the condition of the market. The same people do not always make the same bargain every year. A dealer making an advance would get the produce at a lower rate than if he bought in the market at the time; this is the object for which this accommodation is given.

3639. Are many cases instituted in the courts by producers, or by those making the advances?—As regards the civil courts, I have no accurate knowledge, but as regards the criminal courts, I have never had a case arising out of this question. The only complaints that I ever heard made were in 1859: that year a large number of ryots came to me, and said that, owing to the fear of a famine, mahajuns would not give them advances of grain; and that as they had sold all their grain to those mahajuns at the cutting of the crop, they would suffer great distress if advances were withheld.

3640. Mr. *Fergusson.*] Do you know if written agreements are taken on the occasion of such advances as you have mentioned?—Written agreements are taken in the case of rice; but I never had cause to ascertain whether the same system is pursued with regard to all other crops, but from my knowledge of them, and the way they manage business, I believe it would be taken, and that on stamp paper.

3641. Do such agreements generally stipulate that the whole of the ryot's crop shall be made over to the mahajun at the price fixed, or only a portion?—I never read the stipulation; but the condition, as I understood it, was that the ryot, for one maund of rice, should pay back a maund and a quarter at the time of the cutting the rice. In the case of rice for seed, he would have to pay back a maund and half.

3642. *President.*] In the case of rice, over the cultivation of which the majahun exercises little or no supervision, would it not be more correct to say that the question is not one of advances at all, but that the ryot borrows a maund of rice, to feed himself and his family, when the market is high, and pays it back at 25 or 50 per cent. interest, when he has gathered in his crop; and that the mahajun finds it profitable to accumulate stores of grain, and to lend them on the above terms?—That is perhaps a more correct description of the transaction, but, in practice, the interest is not nearly 25 or 50 per cent., because a maund of rice at the season of advances is very nearly equal in value to a maund and quarter of rice in the harvest time; and the real object of the mahajun is not so much to obtain a high rate of interest from his regular constituents as to ensure a large stock of rice to sell in distant markets by keeping up two connexions with a considerable body of ryots engaged in rice cultivation, and who would naturally deal with him.

3643. Baboo *Chunder Mohun Chatterjee.*] If a ryot were allowed to cultivate all his lands with rice, and other crops of his own liking, do you not think he would be able to pay off his mahajun's debts, and in one year or two become independent?—It is within my own knowledge, that within the last two years ryots have, owing to the high price of grain, been enabled to pay off their debts to the mahajuns. And one of the largest mahajuns in Orissa told me that this year he had been obliged to modify the terms on which he lent rice; and it stands to reason that the more land a man has, affording a profit, the sooner he would be in a position to accumulate, and be independent of his mahajuns, provided he received sufficient protection.

3644. Mr. *Fergusson.*] Will not the landholder, as in all other countries, obtain a large portion of this rise in price of the produce of the land, or what portion of the land in Baraset do you estimate as held by ryots whose rents cannot be enhanced?—I believe that nearly all the ryots of Baraset are permanent hereditary occupiers, whose rent cannot be enhanced, many of them having *pottas* from the old Kishnaghur Rajahs. I allude to the *jotedars*, and not to the *koorfa* ryots, who of course cultivate a great portion of the district under these *jotedars*.

3645. Is not the system of advances, both for produce and work, almost universal in that district, and in Bengal?—I believe the system is very general, but I think, in the present time, that important works can be carried out without any advances; in support of which I beg to hand a letter which I have received from Captain Harris, the superintending engineer, Cuttack Circle, showing that on the spur which is being erected at the mouth of the Kedjuri river, as many as 1,500 coolies per diem were at work, none of whom had received a pice of advances. These men came from all parts of the country.

3646. *President.*] Have you any means of informing the Commission of the comparative cost of cultivating indigo, rice, and other crops, and of the respective produce of the same?—I beg to hand a statement, showing that the cost of growing indigo on tobacco land is *Rs.* 13. 6. a beegah;

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Hon. *A. Eden.*

23 July 1860.

and the produce of 20 bundles per beegah would only be four rupees, entailing thereby a loss of *Rs.* 9. 6., and showing also that a crop of tobacco, according to the details of cultivation given in Major Smyth's statistical report, would amount to 24 rupees, and would produce a crop, according to my calculation, of seven maunds, at five rupees, but according to Major Smyth's report, 13 maunds, giving the ryot a clear profit, according to my calculation, of 11 rupees. I may add that, in 1857, tobacco was selling in Baraset at 18 rupees a maund. I also hand in a comparative statement of a crop of indigo and rice grown on the same land, by which it will appear that by indigo the ryot loses *R.* 1. 14., and by the rice he gets *Rs.* 10. 7. (*filed accordingly*). This information I have derived from inquiries made from ryots at various periods during the last three years, and partly from the statistical reports of the Revenue Surveyor. My reason for giving the rent at three rupees is, that the land is required for the whole 12 months, and therefore I have given a full average rent. The rent of the rice land which I have given as one rupee, being of an unfair description, I have calculated the produce of the indigo on the rice land as one-half of the out-turn of indigo on tobacco land.

3647. Do you consider it indispensable to the cultivation of indigo, that there should be a system of advances?—No, I do not think it indispensable that the planters should make any advances. The planters say that the ryots are so dishonest that they invariably take advances with intent to defraud. The ryots say, "We don't want advances;" and the real struggle always is, as proved by numerous cases, to get them to take advances to get them in the factory books; this being so, both parties should, according to their own statements, be satisfied by an abolition of the advance system. The planter would not run the risk of fraud, and the ryot would be allowed to please himself as to the parties from whom he would take accommodation; if even therefore it was admitted that the ryots had not even yet advanced to that state of prosperity at which they would be able to cultivate a crop without any advances at all, it would surely be better to allow the ryot to procure the necessary advance from some other source to which he has not the same objection. I believe that if a more remunerative price were offered, any amount of plant would be forthcoming, without the planter's advances.

3648. Supposing the contract to be voluntary, and the cultivation to be remuncrative to the ryot, you would not ever recommend such a thing as advances?—No.

3649. Mr. *Fergusson.*] Can you say what you consider would be a remunerative price for the ryot, say in bundles per rupee?—This is a question which is almost impossible to answer, for we have no means of ascertaining the market price of a crop which has hitherto been grown under a system of small monopolies; the cost of production or natural price would be covered in the case of tobacco lands by payments which would bring the price per beegah to *Rs.* 13. 6.; *i. e.*, supposing the average to be 15 bundles to one rupee per bundle; this, however, would give the ryot no profit whatever: on rice land this calculation would bring the price per beegah up to *Rs.* 3. 14., which would be the actual price of production without a profit; but you must take into consideration, in fixing a fair price, the value of other crops which could be produced upon the same land. Why should ryots be made to sow for mere cost of production?

3650. Are you aware that in Rungpore lacs of bundles of indigo plant are produced and sold in the best market, not exceeding four bundles per rupee, and that the same takes place in Bancoorah and Beerbhoom?—I have no knowledge of this fact, neither have I any knowledge of the peculiarities of those districts, such as will enable me to account for this.

3651. *President.*] How do you reconcile the fact of advances being made by Government for the cultivation of the poppy and the manufacture of salt with your opinion, that even under a voluntary system of indigo cultivation, advances would not be necessary?—With reference to the salt, the explanation is as regards the Cuttack agency, of which alone I have experience, that the lands on which the salt is made are unfit for any other purpose, and that the only crop which grows anywhere in the neighbourhood of these lands is rice, that the means of communication in that part of the country is so difficult, as almost to exclude these men from the large markets, and their rice is consequently of no great value, therefore they depend almost entirely upon their salt advances to carry them through that part of the year when there is no rice cultivation going on. Indeed, by their own petitions, and by the report of the Commissioner, Mr. A. J. Mills, it apears that without these advances they would starve: to use the words of their petition, "our circumstances are so unfavourable, had we not have been supplied for the last two years with rice for our advances, we should all have starved to death, and not a Molunghee would have survived to manufacture." In an article of excise it is necessary that the supervising officers should have that entire control and power of selection as to the men employed for the manufacture, which could hardly be obtained except under a system of advances. As to opium, judging from the measures which it was necessary to adopt in 1848 and 1850, with a view of decreasing the amount of cultivation, I consider that then or any other time when the profits of opium are as much in advance of the profits of other crops, as they were then, such system of advances would be unnecessary. To check the cultivation, which was increasing too rapidly, it was necessary to issue positive restrictions; and it appears to me that if these advances had been withheld, there would have been no difficulty in getting opium without advances, since the cultivation was so popular. This is a question, however, the practical details of which I have had no opportunities of studying; and I know nothing of the condition of the people of the opium districts.

3652. Then we are to understand that you would gladly see advances discontinued whenever possible in any kind of cultivation?—I believe the system to be very injurious, and would gladly see it abolished from every description of cultivation and work.

3653. Mr. *Fergusson.*] Do you believe that the Molungeees would manufacture salt, even at greatly enhanced rates to them, if advances were withheld, and if compulsion were not used by Government in the same way in which it is said to be done by indigo planters?—I never heard of any compulsion being used in the salt department, and I do not believe that in that part of the country which I have had an opportunity of making

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making inquiries, viz., Cuttack, any system of compulsory manufacture exists. In 1845-46 the cost of manufacture and transport at Cuttack had the effect of raising the price of Cuttack salt above the price of salt of other agencies; it was considered desirable to decrease the amount of salt manufactured in that district, but for political reasons, and on account of the great discontent which made itself known at the prospect of the cessation of the salt manufacture, the manufacture was continued on the earnest representation of the Commissioner, Mr. Mills. It is probable that enhanced rates would bring in to the manufacture a richer class of people, having sufficient capital to enable them to work without advances; but the people who now reside in that part of the country are, from local circumstances, so situated that their rice crop alone would not carry them through the year; and great portion of the year they live in a great measure on their advances. I put in a rough form of *kabuliyat* for salt advances. No advances are made without proper security being given in the salt department.

3654. Do you know that the indigo planters at Nuddea, by supplying rice and making advances for indigo, have saved the people from starvation in 1838, or other years, in the same way as it appears to have been done in Cuttack? —I never heard that such was the case, but I can understand that planters who are also zemindars would, for the sake of keeping their own ryots, naturally expend large sums for this purpose. I can mention native zemindars who have done the same with the same object.

3655. Baboo *C. M. Chatterjee.*] Is it not the fact that almost every Molunghee receives *fazil* after the manufacturing is closed?—The amount of the first advances in the Cuttack Agency in 1858–59 was 59,935, and the second advance 46,063, and the *fazil* was *Rs.* 7,350. 10. 6.: there were only outstanding balances at the end of the season, of *Rs.* 2,723. 15. 0., out of *Rs.* 1,13,349. 2. 6. These outstanding balances were refunded by the Molunghees themselves during the year.

3656. *President.*] Have you any knowledge of petitions being presented to the Board of Revenue by the poppy cultivators of Behar, complaining that the agent would not allow them to cultivate?—I have in my hand a petition presented by 18 cultivators, complaining to the Board that "they have been cruelly deprived of the privilege of opium cultivation, on which they and their families have solely depended." I have also another petition from other ryots to the same effect. These petitions are dated March and June 1851. It has always been one of the most severe modes of punishment in the opium department to deprive a ryot of his license to cultivate, for smuggling or other misconduct. This was of course only a punishment so long as opium was a much more profitable crop than it is now; the rise of prices of other crops has made opium now less remunerative, and Government has been compelled to raise the price from *Rs.* 3. 4. to 4 per seer.

3657. Baboo *C. M. Chatterjee.*] Do you know that the planters assist the ryots with medicines when they are sick, and with loans when their houses are blown down, and that they establish schools for the education of the ryots' children; and do not the planters construct roads and offer other collateral advantages, which in some measure compensate for the want of direct profit to the ryots?—In the districts in which I have been, I have never seen schools or dispensaries, or other establishments, erected by planters; but I believe it is the habit of every planter, as well as of every Englishman, to have a family medicine chest, out of which he no doubt may give an occasional dose to a ryot; but from my knowledge of the ryot, I am of opinion that a dose of medicine is considered as anything but a collateral advantage, and I cannot think that any amount of medicine would be considered by them as an equivalent for loss of liberty and money, which the indigo cultivation involves. I have heard that in Mulnath, Nischindpore, and Salgamoodia there are dispensaries kept up by planters; but even these would not compensate the ryots of Moorshedabad and Malda for the losses which they sustained by the cultivation of indigo. I have heard of occasional loans being given, without interest, on the loss of cattle and other accidents of that description, but they are always carried to the ryots' indigo account; and I knew of roads having been made by planters between their out-factories, and in such places as without such roads the plant could not have been brought into the factory, but I can call to my mind no single instance of a road being constructed for the public good. I have known planters who were useful members of the Ferry Fund Committee.

3658. *President.*] Do you not think the establishments of large concerns causes a considerable circulation of money in a district?—I do not consider that the establishment of such concerns has the effect of bringing into any district any amount of capital, which would not find its way there, without such concerns. For instance, if a lac of rupees is sent up to carry on an indigo concern, for one year, the amount which would find its way into the hands of the ryots, would be, at most, 50,000 rupees, supposing every ryot received a full payment of two rupees per beegah, while I believe he seldom ever receives that amount; this would represent a cultivation of 25,000 beegahs, and it would be a sum which would not remunerate for the cost of cultivation. If, on the other hand, these 25,000 beegahs had been left in the hands of the ryots to produce a crop giving a profit of 10 rupees a beegah, the amount brought into the district from the sale of that crop would be two lacs and 50,000 rupees, therefore, so far from the concern having done good, by distributing in the district half a lac, it keeps two lacs out of the district, which would have come in, had the ryots had the use of their own lands.

3659. Mr. *Fergusson.*] Are you aware that this particular blue dye is the largest dyeing materials used in the world, and one of the largest articles of sea-borne commerce in the world?—I believe it to be so.

3660. Are you aware that four-fifths of the whole of the indigo produced in the world come from the territories of your late honourable masters?—I am aware that in the year 1600 indigo was the main staple by which the East India Company made their profits, and that for many years they fostered the trade and made it what it is; but at one period it was found to grow better in the West Indies; and after carrying on the trade for a century the East India Company gave up indigo as an article of investment in favour of our West Indian Colonies; but in the West Indies, as now in this country it was

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Hon. *A. Eden.*

23 July 1860.

found to be less profitable than other crops, and was given up and again taken up by the East India Company, who, having lost 80,000 *l.* in the year 1779, by contract, magnanimously made it over to their servants and to private traders. The East India agents being unable to advance money to enable the settlers to carry on the trade, the East India Company, therefore, with a view of fostering and encouraging the cultivation of indigo in this country, advanced to the indigo planters, at various times, no less than a million of money, and in one year advanced no less than 137,000 *l.*; it is to their special protection that the present trade in indigo is to be attributed, and not to private capitalists. I derive this information from the East India Company's memorandum on private trade, dated 1806, published by order of Parliament.

3661. *President.*] Considering the great importance of the indigo trade, can you suggest any changes in the present system, so that it should work well between planter and ryot?—The only changes I can suggest are that the trade should be a fair, open, and voluntary trade; and I believe that indigo would then find its own value in the market as readily as any other article of trade; I believe that if it was left to competition the plant would soon find its own price, and one which would remunerate both parties; if it cannot do this then there is something special in the nature of the dye which makes it unsuitable to this country as an agricultural speculation. I certainly cannot recommend any modification of the present system, but that it should be entirely done away with, root and branch, and that real protection should be afforded to the ryots who would then doubtless give it at a remunerative rate, without any necessity of special laws, or illegal compulsion. I do not however think, that with the memory of the past, they will cultivate it on any terms for some years to come.

3662. Have you any objection to planters holding courts, provided that ryots attend voluntarily?—I believe it to be open to very great abuse, and I believe that a planter cannot help being prejudiced in favour of some ryot to the detriment of the others. But if any two ryots refer any question or dispute to the arbitration of the planter, I should think it would be very desirable that they should do so, but I strongly object to any planter being put in a position to give effect to a decision to which both parties do not agree.

3663. Do you think that the establishment of indigo factories has the effect of diminishing crimes and felonies, and does it not increase affrays, and agrarian outrages?—No, for I have observed that in some districts, where there are no factories whatever, there are comparatively few violent crimes. As regards dacoity, I believe that those who are principally engaged in dacoity are men who have been brought up as *lattials*, and who first learnt violence and plunder in agrarian outrages; and I believe that *lattials* are to be found in greater numbers in indigo districts than in non-indigo districts. Mr. Ricketts, the late Member of Council, officially expressed a strong opinion, that the establishment of indigo factories increased rather than decreased violent crimes. In the province of Orissa, in which there are no indigo concerns, burglary and theft are as constant occurrences as in any district in Bengal, but dacoity and affrays are entirely unknown.

3664. Mr. *Fergusson.*] Then you do not think that the residence of European gentlemen in the interior, has improved either the physical or moral condition of the people?—Although I have no doubt that there are many individuals who have done great good and rendered assistance to the authorities, yet as a general rule, I do not think the residence of indigo planters has improved, to any great extent, the physical or moral condition of the people. I believe there are to be found more bad characters settled around indigo factories, than in distant villages in which an European has never been seen. My remarks do not apply either to silk manufactories, or rum distillers, or Sunderbund settlers; of the latter of whom I had a great many in my district, but against whom I never had a single complaint. I allude only to the indigo planters who, as a rule, live in constant antagonism with the people around them; a state of things which cannot conduce to the peace of the country.

3665. *President.*] Have you ever known of cases in which a planter did not enhance rents in a putni, or ijara, on condition that the ryot should cultivate indigo?—I believe the ryots always paid the full rents which a planter is legally entitled to collect, even in ijaras, in which no special ijardarri fee is taken, but the general rule of planters, who hold ijaras, is to collect a special fee of one or two annas per rupee in excess of the legal rents, to repay the expense of the farm or the putni, as for instance, Mr. Larmour, in my district, took an ijardari fee of one and a half anna per rupee.

3666. Had you any missionaries in Baraset, or did the influence of other missionaries extend to Baraset?—With the exception of a native preacher in the town of Baraset, and with the exception of a gentleman once passing through the district, in a boat, I never saw or heard of a missionary the whole time I was in Baraset, and I am quite convinced that no influence, direct or indirect, has been exercised by any missionary over the ryots of Baraset.

3667. Do you know a substantial ryot, named *Amir Biswas*, of Baraset, who has tobacco lands, and sows indigo?—I know him very well, he is one of the most influential and respectable ryots in the district of Baraset, he is a *jotedar* with large property.

3668. Mr. *Fergusson.*] Do you think that if you had issued a *parwanna*, embodying the words of section XI., of Act X., it would have the effect of inducing most ryots to withhold their rents, and what is your opinion as to the withdrawal of that power from the zemindar?—I do not think that if I had issued a *parwanna*, embodying that section, that it would have had any such effect upon the ryot. For since the passing of that Act I have done all in my power to make the ryots acquainted with the provisions of that Act, and when they have complained I have speedily pointed out section XI., and it has not had the effect of inducing them to withhold their lawful rents. This refers to Cuttack. I was not in Baraset when the Act was brought into operation. I believe that section is one of the greatest boons that has ever been granted to the ryots during the present century. It rescinds a law which was the main cause of half the oppression, which they as ryots have suffered ever since the date of the permanent settlement.

3669. Have you no doubts as to the effects of the withdrawal of that power from zemindars, and does it not appear to you likely that the consequences

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consequences may be the forfeiture of many estates from ryots refusing or delaying to pay rents?—No, I apprehend no such results; it leaves in the hands of the zemindar full power to send over to demand the rent, and any other power beyond that with which it could be invested, would have the effect of again reducing the ryots to the practical serfdom in which they were before the passing of that Act. I have consulted several zemindars in Cuttack and elsewhere, who appear to apprehend no difficulty whatever of this description; and moreover, since the passing of this Act it would not appear that the landed property had been at all depreciated in value, for a few weeks ago, I sold an estate for arrears of revenue, the Sudder Jumma of which was 814 rupees, and the surplus collections 462 rupees, for no less than 24,000 rupees, and this too in a non-permanently settled district. Had there been any such apprehension as that alluded to, no man would have invested his money in this way.

Hon. *A. Eden.*

23 July 1860.

3670. *President.*] Have you ever had any personal difference with any European planter?—Never, of any sort or description, except in connexion with the performance of my duties as magistrate.

3671. Can you state if a new purchaser of a factory pays in full for the outstanding balances in addition to the buildings for the factory?—The Baraset concern was purchased by Mr. Prestwich for 1,50,000 rupees. The outstanding balances were *Rs.* 1,14,474. 2. 10; after deducting the value of block, stock, ijaras, and *dena pouna*, the price given for the outstanding indigo balances must have been little more than nominal.

[Commission adjourned at 5 P.M.

Tuesday, 24th July 1860.

PRESENT:

W. S. SETON-KARR, Esq., C. S., President.

Members:—R. Temple, Esq., C. S.; W. F. Fergusson, Esq.; Rev. J. Sale; Baboo Chunder Mohun Chatterjee.

WILLIAM MORAN, Esq., of Calcutta.

3672. *President.*] WILL you state to the Commission in what districts you have either managed or held factories in which you had interest?—I was manager and proprietor of the *Monteharri* concern for a period of 22 years in Tirhoot. I have had no personal experience except in Tirhoot, although I have been interested in other concerns in Bengal. It is now 11 years since I left Tirhoot.

W. Moran, Esq.

24 July 1860

3673. Would you state to the Commission the nature of the system followed in Tirhoot regarding the taking or procurement of lands, and the cultivation of the plant?—The cultivation of factories consists of two descriptions, one is by means of farms or *putnis* or zemindaries, and the other corresponds with the *be-ilaka* system in Bengal. In both descriptions the land is cultivated in *assamiwar* or *ryotti*, and *ziraut* or *nij-abad*. In some concerns the latter preponderates; generally speaking, throughout Tirhoot, there is a larger proportion of *assamiwar* than *ziraut*; with respect to the *be-ilaka* that forms a smaller proportion of the cultivation, certainly in the western parts of Tirhoot, but there are some concerns where the principal portions are held in land over which the planter has no leasehold or proprietary right.

3674. In the case of the cultivation by *ziraut* you found it necessary to obtain the actual occupancy of the land, and to cultivate either by your own ploughs or by borrowing ploughs?—Yes, in all cases of *ziraut* cultivation we either took the lease from the proprietor for that special purpose, or cultivated on our own farms. We either cultivated unoccupied lands or took lands from the *assami*.

3675. In cases when you wished to obtain the lease of villages or estates, did you experience any difficulty at the hand of the zemindar beyond the mere difficulty of the terms of the lease?—There were, doubtless, cases in which we could by no means obtain leases, but generally it was a question of terms. In my own experience the terms were usually an increase on the *jumma*, or rent-roll, varying from 10 to 25 per cent.; in fewer cases some loans were given at generally lower rates of interest, payable out of the rents of the villages; in such cases the lease was generally given on the rent-roll of the villages. The leases extended from five to ten years. Towards the east of Tirhoot the practice was for the factory to make a loan, and the zemindar to give a lease; the money being repayable after a certain period, or being deducted by annual instalments out of the rents.

3676. Then on the whole you had nothing to complain of as against the zemindar, and the only question was, whether the factory and the zemindar could agree to terms?—With the exceptions before mentioned, this is the case. Perhaps if a favourite servant or some relative of the proprietor were living in the village, we would find considerable difficulty in coming to terms, and sometimes all endeavours would fail. At present, I understand that in Chumparun, matters are easily arranged with the zemindars.

3677. A large portion of Chumparun is in the hand of one zemindar?—Yes, the Maharajah or Bettia holds the larger portion of Chumparun. In the same way, in the east of Tirhoot, the Rajah of Durbunga has very large zemindaries.

3678. In cases when you had not obtained the

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W. Moran, Esq.

24 July 1860.

lease of the village, did you ever find the zemindar impede or obstruct your cultivation?—Yes, this was frequently the case.

3679. Could you state the reasons which probably might have induced him to do so?—I should say it was principally a dislike to any independent party coming into his possessions without his permission or without offering him the usual *salami*.

3680. Did this dislike ever lead to affrays, previous to the giving of the *ijara*?—I cannot call to mind any instance, but I believe it has in some factories been the subject of affrays.

3681. After the lease was once obtained from the factory, did you ever find you were troubled by the zemindar or his servants?—No.

3682. Before you obtained the lease, were the ryots generally willing to contract with you, without asking the permission of the zemindar or waiting for his dictation?—In some instances they were, and in a great many I have been urged by the *assamis* of the village to take the lease, so that they might be attached to the factory. In very few cases would they oppose the wishes of the zemindar; generally they looked to him. If it was the case of large zemindars no *assami* would cultivate without their permission. In that of small zemindars we could enter into engagements with the ryots themselves.

3683. Was it the practice to give advances to the ryots and to require them to sign contracts?—Yes, in the first instance, on taking the lease of the villages, contracts are taken for the period of the lease, and advances are given at the rate of two rupees per beegah, which is equivalent to an acre, or three Bengal beegahs; a further advance of one rupee per beegah is given at the sowing time, and another rupee at the weeding. The advances for weeding when urgent are paid in cash to assist the ryot. My plan was somewhat similar to that described by Mr. Hollings, *i. e.*, a *Jeth* or substantial ryot is appointed to act as agent for the ryots of the village as between them and the factory, and they entered into contracts and settled accounts for the ryots. In *be-ilaka* villages it is the custom, I believe, throughout Tirhoot to take *assamiwar* contracts, but of this I cannot speak confidentially; we did not hold the *Jeth* ryot responsible, except for his own individual engagement. He received a small commission for his trouble. In large villages we had sometimes more than one *Jeth* ryot, but their action was joint and they shared in the commission.

3684. Did the head ryot generally take the advances for all the *assamis*, or did they all come in and take their own?—In the farmed villages the *Jeth* ryot arranged with the *tahsildar* or native collector for credit in the rent account for the subsequent advances; I mean after the first advance above mentioned. In *be-ilaka* villages the advances were paid either to the ryot individually or to the *Jeth* ryots.

3685. After the advances had been given, was it necessary to look after the ryots, to see if they cultivated?—Undoubtedly, as it is in every case where a native has to perform work within a given time. Owing to the system of large factories in Tirhoot, there was an European manager or assistant at each place, who, with the assistance of native servants, superintended the cultivation. There are no such servants in Tirhoot as *gomastahs* in charge of a factory; the system is this: a *thokdar* has charge of, generally, 100 beegahs, a *zillahdar* superintends the charges of three or four *thokdars*, and over these is the *sezawal*, whose business is entirely confined to the cultivation, cutting, and dispatch of the indigo plant. These were supervised at all times, whenever there was work to be done.

3686. At what time of the year would the indigo seed be generally put into the ground, and were you dependent on spring showers for the same?—In March we were not dependent on spring showers, except for a fractional proportion of the cultivation. Supposing that the usual amount of rain fell during the monsoon, viz. from June to October, say 40 inches, sufficient moisture would be retained in the soil.

3687. Is there any system of irrigation in Tirhoot for indigo or other crops?—Not for indigo, but for opium, irrigation is in many places had recourse to.

3688. After the sowing is completed, was it necessary to urge the ryots to weed?—Certainly, without weeding, the plant would not come to anything. We usually find it necessary to weed twice.

3689. Was the cutting and carting performed by the ryot, and at his own expense?—The cutting was, but not the carting, which was quite a different item altogether, and was always paid by the factory.

3690. Mr. *Fergusson.*] Do you charge the ryot for the seed, or give it to him gratuitously?—We gave it to him without charge.

3691. The crop being ripe, how do you arrange for the payment of the plant?—It is the strict duty of the European manager or assistant to measure in the cold weather, every portion of the cultivation, and write the details down; the name of the village, the name of the ryot, the position of the field, the number of poles or *luggis*, and the area in beegahs. This is called the preparative measurement. In the end of May or beginning of June a second measurement takes place, which is called the *mal* or plant measurement, also under the personal supervision of the European in charge, and an assessment of the crop takes place. Thus, opposite each *assami*'s name in the first measurement book, and under the proper heads, is stated the proportion of plant and "failed" in each field. For the quantity of plant the price of *Rs.* 6. 8. is allowed per beegah, and three rupees a beegah for "failed lands," or lands which have no plant at all. In both cases of measurement a copy in *Hindi* of the result of the measurement is taken at the time by the *putwari* of the village, and another by a native writer from the factory. This was the practice in my factories; but I believe in some concerns in Tirhoot there are three standards of payment, viz. two qualities of plant, and "failed."

3692. Then according to this plan no ryots ever received more than *Rs.* 6. 8. a beegah at the time you are speaking of?—For the Tirhoot beegah, that was the general plan when I was there.

3693. Were the advances deducted from the sum of *Rs.* 6. 8., and at what time and place was any balance paid and account squared?—Yes, the advances were deducted on the settlement of the account, which took place at the close of the season, in September or October, through the agency of the *Jeth* ryots, but in the *be-ilaka* villages we used to settle with the ryots themselves at the same time.

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3694. In cases of failure, did you generally prevent the ryot from cultivating the next year, or did you take into consideration the chances of climate as having spoilt the crop? In short, were cases of failure usually owing to idleness, or owing to accidents beyond the *assami*'s control?—No, we did not prevent them in case of failure arising from idleness; we should have exercised a more strict supervision the next year; but I cannot call to my mind a single instance in which failure of a crop arose from positive neglect on the part of the ryots. I have reason to believe that this has occurred in other factories in *beilaha* villages; *i. e.*, the striking the name of the ryots off the book. I remember hearing of this having occurred in the Dooria concern.

3695. Then on the whole, you think that inspection and measurement by the European, and the payment of some of the advances at sowing time, was sufficient to ensure a reasonable amount of attention on the part of the ryots; and did you introduce any more improved method of cultivation to save time and labour?—Undoubtedly it was sufficient; and besides, we have introduced a more general use of the drill plough, which has saved great time and labour in the sowings; so much so, that a concern can now finish its sowing in one-third of the time hitherto required. The soil of Tirhoot is of a light nature, and our bullocks are better than the ordinary run of plough bullocks in Bengal. I should also state that the soil requires to be well pulverised before the drill plough can be used to advantage; and this is done by the country plough. Our principal object in using the drill plough is to save moisture, as well as to economise time and labour; and with this view, when we have a strong westerly wind in the daytime, we often sow with the drill plough during the night. In my concern we had about 400 drill ploughs, which we distribute to the ryots who find their own bullocks; all other concerns in proportion do the same.

3696. Is there a cold weather crop taken off the land which you cultivate with indigo?—None; we keep the land for the whole year; it lies fallow when indigo is not growing on it. We sometimes have a second cutting in September from the same plant.

3697. What is about the rent per beegah of indigo lands in Tirhoot?—I should say it was about *Rs.* 2. 8. a beegah, but I believe there has been a rise since I left the district; some opium lands now pay as high as 10 rupees a beegah.

3698. Did you find it necessary to change the lands for your indigo cultivation?—We always change as large a portion as we can yearly, as it is most desirable and beneficial to do so.

3699. Did you ever find that the interests of planters in regard to indigo, and those of Government in regard to the poppy cultivation, ever came into contact?—Yes, their interests clashed in some places, for two reasons: one was because a field once taken for poppy could not be changed for indigo, the poppy cultivator not being allowed to take advances if he substituted any other crop except the permitted ones, of which indigo was not one; and secondly, the poppy paid the cultivator more than any other crop.

3700. Mr. *Temple.*] Are you sure that poppy pays the cultivator more than any other crop; for instance, sugar-cane, betel-leaf, tobacco, or the like?—I think it did at the time I speak of, *i. e.*, 11 years ago. I would, however, make an exception with regard to betel-leaf as a garden cultivation.

3701. When recently the Government increased the rates of remuneration to the opium ryots, did your indigo ryots ask for any increase to their rates?—I have not heard that it has been demanded by them, but when I was at home last year my superintendent wrote for my permission to increase the prices of the indigo plant, and the rates of various branches of labour. I sanctioned the price being raised, for indigo plant, to one rupee per beegah for every *hath* of the *luggi*; the *hath* being a fixed measure, whilst the beegah varies in size. The increase is to come into operation this season.

3702. Mr. *Temple.*] What is the average number of haths per *luggi* or measuring pole?—About seven throughout the district of Tirhoot, I should say.

3703. Has the rate of remuneration for coolie labour in the factories been increased?—I think it has for coolies and all kinds of labour. The labour is generally cheaper in Tirhoot than in Bengal; for instance, we used to get 20 ploughmen for a rupee per day, to work our *nij* ploughs.

3704. Mr. *Sale.*] Are we clearly to understand that there is, in no case whatever, a balance against the *assami*, carried on to other seasons, on account of indigo?—This can't possibly be, if he has sown his land, because the advances, two rupees in October and one rupee for sowing, are what he would be entitled to for what we call "failed" lands.

3705. Mr. *Fergusson.*] Have you balances against cartmen and coolies, and for advances made them?—Invariably at the close of the season there are some balances.

3706. Mr. *Temple.*] Does it ever happen that a ryot having received advances for indigo, sows his lands with some other crop?—Yes, I have heard of some cases; it once happened to a very serious extent in one of my large villages in about 1832, and then I put Regulation V. of 1830 in force with success, and that was the only case under that regulation which I remember; this case was brought about by the interference of the *amins* of the resumption department; on the whole, however, I should say that such breaches of contract are rare.

3707. During the present season have such breaches occurred more than in other years?—I have not heard of a single instance.

3708. Has the disposition of your ryot been at all affected by the excitement existing in some parts of Lower Bengal?—I don't think they have heard anything of it.

3709. Baboo *C. M. Chatterjee.*] Do your ryots generally fulfil their contracts?—I have no reason to complain, but supervision is necessary.

3710. Mr. *Fergusson.*] Do you not consider that the people of Tirhoot and Behar generally fulfil their engagements, and are more honest and trustworthy than the people of Bengal?—I have not sufficient experience of the people of Bengal to answer that question to my own satisfaction.

3711. Mr. *Temple.*] On the whole, can you say whether the *jeth* ryots in Tirhoot were contented with the system, and cultivated indigo willingly without the employment of compulsion, direct or indirect?—I think they were content with the system, but I think that if it was not for the protection against the exactions of zemindars,

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W. Moran, Esq.

24 July 1860.

dars, police, and others, which they conceive was afforded them by their connexion with the factory, they would not have been induced to have cultivated indigo for the mere profit thereof. In illustration of this, I may mention that the Lieutenant Governor, when visiting Tirhoot on his tour, was casually informed by a ryot that the indigo was not remunerative, still it was worth his while to grow it, for the sake of the protection he received from the exactions of the police and others. As to compulsion, taking the previous remark into consideration, the proprietary power and influence when the planter was a landlord was brought to bear: in the *belaiha*, or villages not held by the concern, it was entirely optional, and the main inducement was the cash advances, and protection as above alluded to: as to direct compulsion, I am not aware of any.

3712. Were any *lattials* kept or hired, or was there anything like kidnapping or confining in godowns or any gross violence; and did any serious affrays or attacks upon villages occur?—As regards my own concern, I can say no to the question in *toto*, and, generally speaking, throughout Tirhoot. As some proof of the rarity of any of these occurrences, I cannot at this moment call to mind any instance of the violence referred to in the question. There may have been cases, but I am not aware of any such.

3713. Have any of your servants ever been accused of in any court of anything of this kind?—Not to my knowledge.

3714. From your knowledge of the character of the villagers, do you think that they would permit, for instance, a body of *lattials* or other organised body from any factory to gut or burn any of their villages?—The *assamis* in Tirhoot are a quiet people, and generally I would not answer for their resisting any considerable force. I speak particularly of my own concern; but I believe there are villagers in Tirhoot that would offer decided resistance to any attack upon them.

3715. But are there not districts in the Behar province, such as the Bhojpore tracts, including Sarun, Arrah, and other places, in which districts indigo is cultivated, and in which the character of the people would not yield to oppression or violence?—Most undoubtedly those districts furnished a large number of sepoys, who are of a very independent character.

3716. Is the name *luttial* familiarly known in Tirhoot or Behar generally?—No, I am not aware that a class of professional club men are known, at least in Tirhoot. In agrarian disturbances, bodies of men armed with clubs are invariably mixed up with affrays; but I am not aware of hired gangs being obtainable when required.

3717. In Behar generally, with what crop do you think indigo comes into competition?—With rain crops, such as Indian corn, but not rice; for it does not grow there to any extent on lands fit for indigo; with cold weather crops such as wheat and barley.

3718. Is indigo more or less profitable than these crops?—I should say that it was directly less profitable, but it is to be remembered that there is no risk with indigo; but as regards the other crops there is, and the ryot has to stand all loss.

3719. Mr. *Sale.*] Do you think that the people find the cultivation of indigo itself irksome to them?—Necessarily some must, from the fact that the land must be prepared for indigo within a specified time; and it is the object of the planter to get the land pulverised as soon as possible after the rains, so that it may retain its moisture, and strict supervision to ensure this is necessary; and, as a matter of course, it must be more or less irksome to them.

3720. Has the quantity of land in cultivation with indigo increased or decreased within your knowledge?—Taking Tirhoot on the whole, I scarcely think it has increased much. My own cultivation of 5,500 beegahs is somewhat in excess of former years.

3721. Mr. *Fergusson.*] If a ryot fulfils his engagements, is it not the case that there would be no irksomeness of supervision, and that the irksomeness would be entirely from his neglect to do so?—Decidedly so; many ryots work promptly and cheerfully, and get their work done in half the time the others do, and therefore require no pressing.

3722. Had you ever difficulty at any time in completing your *zirant* cultivation in regard to hiring ploughs and the like?—We have a large establishment of our own of bullocks and ploughs, but have occasionally obtained ploughs from our villagers, for which we paid the usual rate, i. e., of four beegahs per rupee of two ploughings; but I believe that rate of late has increased.

3723. Can you state what proportion of the villages you hold in farm is cultivated with indigo?—I have not got the statistics by me to enable me to give an accurate reply, but I should say of my own villages about one-fifth or one-sixth, nominally one-fourth.

3724. Are you prepared to give an opinion, as to whether some points of the Tirhoot system, viz., the drill-plough, the advances at two different periods, and the valuation of the crop on the field could be introduced into Lower Bengal?—From the little that I have seen of the soil of Kishnaghur and Moorshedabad, I should be of opinion that the drill-plough would not answer, as the soil does not retain moisture, and must therefore be sown immediately after rain, so that no object could be gained by first pulverising the land and then sowing them with the drill. I see no reason why advances at two different periods should not be introduced into Bengal; I should think it very desirable. I think that the third change might be introduced, but the difficulty I apprehend is the early setting in of the rains, and the state of the country in Lower Bengal at the time the measurement and valuation would have to be made.

3725. About what height was the plant generally, when the Tirhoot measurement was made?—When it was about three-fourths grown, though when pressed for time, the measurement has sometimes not taken place till after the first manufacture, when the valuation is made on the stumps on the field.

3726. What do you estimate a fair average outturn of 1,000 Tirhoot beegahs of plant?—Two hundred and twenty-five maunds, inclusive of the second cutting. The second cutting depends on the earliness of the first cutting, and on favourable weather afterwards.

3727. Had you ever to complain of the conduct of the police or of the executive authorities in the district?—Yes; I have had most serious cause

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cause of complaint against one official, Mr. E. Woodcock, magistrate of Motecharry; in consequence of the persecution which I suffered for several months at his hands, I appealed to Government, but I was informed that Mr. Woodcock was of unsound mind. The result upon my indigo operations was very ruinous, and involved me in very heavy losses at the time, as no respectable zemindar or others dare come near me. I had nothing to fear from the police.

3728. *President.*] As proprietor of that factory, you are working on your own capital, and free of debt?—Yes, I am working on my own capital.

3729. From your other experience are you in a position to state whether many of the concerns in Lower Bengal are working with their own or borrowed capital?—I should think a great many of them are working on borrowed capital.

3730. Can you state the amount of interest and commission for loan which a concern would pay, offering a fair margin of security, and purchased with a lac of borrowed capital?—I should say 10 to 12 per cent. interest, and 2½ per cent. commission.

3731. Supposing a further sum was required for the outlay, say 50,000 rupees, what would be the charge upon that?—The same rate of interest with 2½ per cent. on the sales of the produce, of which an agent would require a consignment to be made to him. To this is sometimes added a charge of one per cent. for the account current.

3732. Baboo *Chunder Mohun Chatterjee.*] Besides this are there not other charges, such as brokerage and godown rent?—Yes, as a matter of course, the above are the usual agency charges.

3733. *President.*] When a concern is purchased, will you state exactly what properties are included in the purchase?—Besides the buildings, live and dead stock, *putnis*, the right of *ijaras*, the purchaser becomes entitled to the *pouna*, *i. e.* he has to pay the liabilities, and becomes entitled to receive all that is due to the factory. The terms on which the *dena pouna* are taken over may be varied. For instance, it is often stipulated that all the liability of the season just past, shall be paid by the outgoing proprietor, and any advances made on account of the approaching season, have to be refunded by the new purchaser; all other balances belong of right to the incoming purchaser.

3734. Then in such a case the new purchaser would be entitled to any balance of rents on the zemindary account due before the purchase is concluded?—I should certainly say so.

3735. Could you state what would be the market price of a concern of, say 10,000 beegahs, with a cultivation in the proportion of 8,000 ryotti and 2,000 *nij*, and collections of rent, say of 30,000 rupees in *putnis*, the return in indigo for the last three years having been 600 maunds, and the annual outlay being from 60,000 to 65,000 rupees?—Previous to the crisis such a concern would be worth, say two lackhs and 50,000 rupees.

3736. Mr. *Temple.*] That would depend on the full amount of indigo being sown; what would be the price of such a concern if prevented from sowing seven-eighths of its ryotti cultivation?—Putting aside the question what the landed property would fetch in the market, I do not suppose any one would be induced to offer 30,000 rupees for the concern, and if any one did offer, it would only be with the hope of matters coming round with the ryots.

3737. Do you think, supposing any difficulty to be experienced in sowing next year, that men could be found to purchase factories, in the hope of matters coming round in a year or two?—I do not know of any one who would come forward in that case, however hopeful we are, that things will mend and come right again.

3738. Mr. *Fergusson.*] What do you suggest as to the legislation that would be necessary on the expiry of this present summary law?—I see that there is no way of protecting such advances as those of indigo, except by a summary law; due regard being had for the rights and protection of the ryots.

3739. *President.*] Can you suggest any means whereby the expenses of manufacture may be lessened, such as improved machinery, &c.?—I cannot suggest any specific plan; but this is a subject which the planters are seriously taking into consideration.

3740. Can you state what has been the comparative expense of producing indigo in Bengal and Tirhoot as well as the comparative profit?—In Tirhoot for the last three years the seasons have been moderately favourable, whereas in Bengal it has been the reverse. In these years I should say that the average of cost in Tirhoot, exclusive of interest and Calcutta agency charges, was about 110 rupees a maund, and in Bengal for the same period from 140 to 150 rupees. But in an ordinary run of years, I should think that they would make the indigo in both divisions, at about the same cash cost, with the exception of a few Bengal concerns, celebrated for fine quality; there are now scarcely more than 10 to 15 rupees difference between the Bengal and Tirhoot indigo in favour of the former; Tirhoot indigo having of late improved in quality very much. The average selling price of Bengal and Tirhoot indigo has been for the last three years, say for Bengal, 210, and Tirhoot 195 to 200.

3741. To what do you attribute this late improvement in the Tirhoot indigo?—Improvement in the process of manufacture; I think chiefly from the mode of packing the vats, which are now stacked lightly, instead of as heretofore very heavily pressed.

3742. Is it, then, that the Tirhoot vats are now packed on the Bengal system, or is there any new plan devised in Tirhoot?—I believe this is the system pursued in the best factories in Bengal, and, in fact, borrowed from them.

3743. Do you wish to file your own circulars of 1857, 1858, and 1859 as part of your evidence?—Yes.

3744. Mr. *Sale.*] The sum of 65,000 rupees being mentioned as the outlay of cultivating 10,000 beegahs, what would you consider the most serious item of expenditure?—I should say, seed; 10,000 beegahs would require a supply of about 1,200 maunds, which at a fair calculation of 12 rupees a maund, would give 14,400 rupees.

3745. From your own experience, do you think that a considerable increase to the amount expended on the actual cultivation of the plant by the ryot would seriously injure the trade; say, for instance, if instead of taking five or six bundles per rupee, the planter only took three?—No, I do not think it would seriously injure the trade; I would certainly recommend more liberal payments to the ryots, and, in fact, such instructions are being given to the managers of our own factories in Jessore.

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W. Moran, Esq.

24 July 1860.

3746. When a factory changes hands, is there not a considerable portion of balances, which are understood by the new purchaser to be irrecoverable, and is any portion of the balances taken into account in fixing the prices?—Yes; there is, of course, a portion of the balances considered as bad; but the good balances always form an item in the valuation of the factory.

3747. Ought not the selling party to be fair and explicit as to the amount of real working balances, and does he never guarantee the purchaser, that a certain amount of balances will be recoverable, say, for instance, 20,000 rupees on a lac?—Certainly; a fair dealing man would be explicit, and it is invariably expected from him by the intending purchaser. In some special cases the amount of recoverable balances are so guaranteed. In general they are taken over, as they stand without a guarantee, on the information given.

[Commission adjourned, at 5.30 p. m.

Thursday, 26th July 1860.

PRESENT:

W. S. SETON-KARR, Esq., C. S., President.

Members:—W. F. Fergusson, Esq.; Baboo Chunder Mohun Chatterjee.

BABOO PROSONNA KUMAR TAGORE, of Calcutta, Zemindar; Examined on oath.

Baboo *P. K. Tagore.*

26 July 1860.

3748. *President.*] WILL you state to the commission in what districts you have landed possessions?—In Rungpore, Dinagepore, Bograh, Kishnagur, and 24-Pergunnahs.

3749. You have also had great experience in the law and practice in our highest courts, and have held the situation of Government pleader, and are at present clerk assistant to the Legislative Council. Is this not so?—Yes.

3750. Have you had any practical experience in indigo planting; and have you at present any indigo factories in your zemindaries?—I was proprietor of the Islampore concern, situated in my Rungpore estate, which I have abolished. At present I have no factories belonging to me in any of my zemindaries.

3751. What were the reasons that induced you to give up the factories in question?—Originally I had the Islampore concern jointly with the Bagoonbarri concern; I had seven annas share, and the proprietors of the Bagoonbarri concern had nine annas share. Finding that the managers of the concern gave great dissatisfaction to the ryots, and oppressed them in various ways, I thought proper to purchase that portion of the Bagoonbarri concern, which they held, for 35,000 rupees, thus becoming sole proprietor. After this, valuing the whole of my concern at 62,000 rupees, I admitted Mr. Logan as co-sharer of half of it, at a consideration of 31,000 rupees, and placed the management in his hands. I remained in Calcutta, Mr. Logan at Rungpore, but the ryots complained of increasing oppression, because Mr. Logan had the zemindary influence to support him. So I re-purchased his share, and became again sole proprietor, placing it under the management of native *gomashtas*. I partially reduced the amount of cultivation, and made other concessions to the ryots, bringing down the rent on indigo lands from one rupee to four annas. Still the grounds of complaint continued, and the *gomashta* in charge represented to me that, unless permitted to carry on the general management under the usual system observed in all factories, they could not manage to give me satisfaction. The ryots continued their complaints, adding that the cultivation was not remunerative, and in the end, from regard to my hereditary tenants, I closed the concern about three or four years ago.

3752. What did you understand by the general system, without which indigo business could not be successfully carried on?—I understand it to involve certain oppressive measures. They are as follows: first, compulsory advances must be had recourse to; secondly, the indigo ryots are generally indebted, and when once in debt it becomes hereditary; thirdly, the factory *amlas* and servants generally make deductions from the advances, and the ryots seldom receive the full amount of cash; fourthly, *shattas*, or contracts on stamped paper, which sometimes have signatures or marks, and sometimes none at all. They are sometimes filled up with conditions, but generally left blank, to be filled in as occasion may require. The *shattas*, even if filled up, do not contain the boundaries of the land to be sown, which gives the planter and his *amla* power to take any land they please; fifthly, the ryots prepare their lands for their own crops, and the *amla* mark them off as prepared for indigo; sixthly, the ryots are compelled to work on the indigo lands, and to neglect their own crops at the proper season; seventhly, the plant is taken by measurement by an iron chain, or by *koot* or guess, and the estimate is always in favour of the planter. The bundles are made up unfairly by putting all the plants, with the roots in one part, and applying the chain on the opposite or leafy part of it; whereas they should be made, by placing half the roots on one side, and the other half on the other side; and applying the measuring chain at the centre. By the former plan, the bundles are reduced to more than one-half in measurement; eighthly, when the plant is taken by guess, and the planter does not look into the matter, the *amla* take the ryots' plant, for say, 10 bundles, and the ryot gets credit to that extent, but the *amla* delivers it to the factory as 15 bundles, by making out that the other five bundles had been purchased for cash; ninthly, the balance in the factory books against the names of ryots who have died or deserted, are recovered from neighbours,

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Baboo *P. K. Tagore.*

26 July 1860.

bours, who are declared to be their relations or partners. In *nij* cultivation, ryots' lands are taken at the factory instead of the local measurement; but the rent is fixed according to local rates, which give the planter about one beegah and 11 cottahs, for every beegah he is entitled to; tenthly, compulsory labour of both cattle and boats is usual in both *nij* and *ryotti* cultivation and inadequately paid for; eleventhly, every article of produce has risen in price, indigo plant is alone stationary; besides, indigo cultivation is not remunerative. This is one reason, among others, which have induced the indigo ryots to devote their lands to other crops. The above were the staple of the complaints made by the ryots; and as I found that I could not remove them all without personal residence and superintendence, I thought it better to abolish the cultivation, and bury 62,000 rupees in the river.

3753. Have you not been in the habit of visiting your *zemindaries* as often as the numerous demands on your time would allow?—Very often; but not so often as I desire, owing to my numerous avocations.

3754. Baboo *C. M. Chatterjee.*] How much land had you cultivated with indigo, and what has been done with that land, since you discontinued the cultivation of indigo?—The cultivation of the concern was about 6,000 or 7,000 beegahs, of which 1,000 were *nij*, the rest were *ryotti*. Since the discontinuance, the ryots have cultivated other crops; and the *nij* lands have been given by me to other ryots, for which they have given me *salami*. My *nij* lands were of course superior to the ordinary lands.

3755. Mr. *Fergusson.*] Is not that part of the country more unsuitable for the cultivation of indigo, owing to sudden inundations and early rains, and did not the Bagoombarri concern, when you were interested in it, frequently lose considerable sums of money?—That part of the country is liable to inundations; but I observe that factories have been in existence there for more than 50 or 60 years. And I think the Bagoonbarri concern oftener sustained loss than gained; I think, on an average, six years' losses to four years' gain. The loss was not only owing to inundations, but to the want of zemindary influence, and to mismanagement. With all these disadvantages, I believe Mr. Fergusson sold the shares at a high price to me.

3756. Might not the absence of European energy and promptitude be the reason why your native servants were not able to work it successfully?—The native agents could not succeed, because they were more under my control, and prevented from committing oppression. The Europeans would have been more independent, and carried everything with a high hand.

3757. My meaning was as to the promptitude and energy with which Europeans would have acted in the event of a sudden inundation or any such like occurrence?—Certainly, an European superintendent would have made the coolies and workmen work more speedily, than a native superintendent would.

3758. *President.*] Then is it your decided opinion, that indigo cannot be carried on without zemindary influence, and as a consequence without oppression?—Yes.

3759. But are you not able to suggest any means whereby indigo may be grown by the ryot and manufactured by the planter to their mutual profit and advantage?—Without a very material alteration in the present system, the object cannot be obtained. I would prefer to put in a memorandum on the subject, as I do not wish to answer the question without due consideration.

3760. Mr. *Fergusson.*] Are you aware that in that same district of Rungpore, a large quantity of indigo plant is grown by the ryots without advances, and sold by them at the rate of four bundles for the rupee, cash?—This is not in my part of the country. I have heard that such a practice exists in the northern part of the district in the Borobarri concern.

3761. How many bundles did you take for the rupee when you carried on your concern?—Originally eight, but I reduced it to six, which amount even was not remunerative to the ryot.

3762. Baboo *C. M. Chatterjee.*] If the cultivation of indigo were wholly abolished in Rungpore; do you not think that the ryots would be glad, and that they would sow every beegah with rice and oil-seed and other crops, and that not a single beegah of land now occupied would lie waste?—The indigo is sown on two kinds of soil, *chur* and high lands. High land is suitable for all kinds of crops; and low or *chur* land is only suitable for rice, mustard seed, *chini*, and other *rubbi* crops. I do not think that a single beegah of land would lie waste if indigo cultivation were abolished. But I would not wish to be understood that I advocate the entire discontinuance of the indigo crop, as it is one of the principal branches of export.

3763. *President.*] Have you any objection as zemindar to give *putnis* or leases to Europeans?—I have personally, to either European or native. I like to manage my own zemindaries myself. If I give land in *putni*, my connexion with my ryots ceases for ever. If I give land on lease, I think the ryots are more liable in that case to oppression than the *putni* ryots, because the leaseholder's interest is only temporary, and he wishes to make hay while the sun shines. I have only one European *ijaradar* of old standing, who has fourteen villages in Begra.

3764. From your knowledge of native society, are you of opinion that the majority of zemindars coincide with you?—No. Indolence, inexperience, and indebtedness make native zemindars prefer the system of *putnis* and *ijaras*, because it saves trouble, and brings money to meet their immediate wants.

3765. Mr. *Fergusson.*] You were for some time connected with the salt department; do you think that, if private individuals were to offer the same terms to the *molunghees*, Government, giving up the monopoly, would be able to carry on the manufacture?—I do not think that private individuals would be able to carry it out on the same terms, but the trade would still go on, on a modified system, as was the case after the abandonment of the silk business by the Government.

3766. Then there must be some compulsion, or exercise of Government authority, to make the *molunghees* work on the present terms, and did you ever hear any complaints of such?—As I don't know anything of the Mofussil, all I know on the subject is hearsay. In former times there was much oppression, but in these days, the system has much improved.

3767. Baboo *C. M. Chatterjee.*] Do you not think that zemindars of the salt districts would be glad to manufacture salt with their own capital, if Government would give up the monopoly, and charge a certain duty on the quantity manufactured?

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Baboo *P. K. Tagore.*

26 July 1860.

tured?—If Government will abandon the salt monopoly, the land now used for salt manufacture will lie waste as it is not fit for any other crop. If the Government will take a reasonable duty and lease the manufacture on the lands of private individuals or zemindars, the trade will still continue with advantage and profit to the manufacturers.

3768. *President.*] You are a zemindar with large interests, what is your opinion regarding Act X. of 1859, as it affects both the ryots and zemindars?—Generally speaking the law is advantageous to both, perhaps more so in favour of ryots.

3769. Do you not think that, as regards ryots, the provisions of that law tended to consolidate and maintain their rights instead of leaving them to be asserted or vindicated as previously according to the mere measure of the ryots' ability and spirit?—The consolidation of the law in practice has certainly been advantageous, and the law creates no new rights in favour of the ryots, except in three or four instances. First, as regards Section III., formerly, some ryots were required to show that they held at fixed rates, 12 years before the permanent settlement; now the date runs from that settlement itself. As regards Section IV., I do not think so much that it introduces a new right, as it explains the law of presumptive evidence in favour of the ryot. Then Section VI., regarding occupancy, confers a new right.

3770. As zemindar, have you as yet found any inconvenience from Section XI., or do you apprehend any?—I have not experienced any inconvenience, nor do I apprehend any: because, before the promulgation of this law, no zemindar could compel a rich or fat ryot to attend his cutchery; the compulsion applied to the poorer sort of tenants, and that class of ryots would still obey a *tulub chitti* or summons to the cutchery served on him, without compulsion. The law only repeals the compulsory attendance.

3771. Mr. *Fergusson.*] Have you not heard that considerable difficulty is experienced in getting rents, which is attributed to the withdrawal of this power?—I have heard of it, but I have never heard of any explanation why it should be. It is only those who depended on compulsory measures, that would feel inconvenience from a withdrawal of the power.

3772. Supposing a landlord is obliged to sue for rent under this Act; from your knowledge of Mofussil courts, within what period of time would he be able to realize a decree?—I think you could get a decree and its execution, within three months, if the officer is not overwhelmed with work.

3773. Supposing 10,000 suits were instituted in Nudden, don't you think that many persons would be without their decrees for three years, instead of three months?—It depends on the number of officers, and the number of the duties which they have to perform in that district.

3774. Could you explain to us how the rate of rent is ever to be raised under Section XVII, if it has to be proved that the rent paid is below the prevailing rent payable by the same class of ryots for similar land in places adjacent?—The usual process is to serve a notice on the ryot before the end of a year, and then to institute a suit, and prove that the rate is below that of neighbouring villages, either belonging to your estates, or to the estates of others.

3775. *President.*] Do you think that the Act leaves sufficient power to the zemindar to enable him duly to collect his rents?—It does, as by the old law the current balances were realizable by summary suit. The previous balances were only to be recovered by a regular civil suit; now the process is simpler, and every balance that is recoverable can be recovered by one simple process.

3776. Do you think the powers contained in Section CXIII., and following, are sufficient for the zemindar?—The power of the zemindar in matters of distraint has been reduced from what it was formerly; but the powers under the old law were so liable to be abused by zemindars, *talookdars*, and *jotedars*, that a change was necessary for the poorer classes. Formerly, other property besides the mere crop was liable to distraint, now nothing can be distrained, but the standing crop and other ungathered produce; and this in reality is consonant to the spirit of Regulation VII. of 1799, by which only the crops were hypothecated to the zemindar for his rents, and this has not been interfered with.

3777. What do you think will be the result of the new civil code (Act. VIII.), regarding the facilitating of civil suits and improving the courts?—I think the principal is good; delay has been very considerably obviated and false suits reduced. But I think the law requires some modifications to give it more practical effect.

HENRY LUCIUS DAMPIER, Esq., C.S., at present Officiating Junior Secretary to the Board of Revenue, called in; and Examined on oath.

H. L. Dampier, Esq., C. S.

3778. *President.*] WILL you state to the Commission the districts or offices in which you have had experience?—As magistrate I have been in the Mudepurah subdivision of Bhaugulpore, and in Purneah, Maldah, Bograh, Rungpore, Howrah, Pubnah, and, for the last three years, in Tirhoot.

3779. As magistrate of Tirhoot, did you enjoy opportunities of observing the working of the indigo system?—Yes, every opportunity.

3780. Will you state as briefly, but as clearly as you can, the nature of the arrangements between planter and ryot?—The material difference, as contrasted with the Bengal system, is, that the ryot is paid by the beegah for the land he cultivates, instead of by the produce. He gets two rupees advance at the beginning of the season, and I think the general rule is, that he gets nothing more till the accounts are squared. Supposing the crop to be a dead failure, and nothing to come up, he gets one rupee more, making three rupees in all. If there is a crop at all, he receives *Rs.* 4. 6. in addition to the two rupees, making it *Rs.* 6. 6. in all. This is the general rule, though in some instances there are classifications of crops within the above amount. Should the ryot fail in his weeding or any other operation, the planter sends his factory coolies to do what is necessary, and charges the amount to the ryot under the head of *zillah khurch*; but I believe they never send their own men, unless they are absolutely obliged to do so. I may mention that the usual indigo beegah is about 130 *laths* square. The beegah in use in different factories varies;

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varies; and I believe that made use of by some of the factories on the Moteeharry side is much larger than the one I have mentioned. When a planter takes a lease of a village, from three to four cottahs per beegah are taken for indigo. This is well understood by the ryots.

3781. How is the temptation to do nothing, offered to the ryot who has received two rupees advance, and who will receive three rupees altogether, even should there be no crop, obviated?—The servants of the factory exercise a certain amount of pressure, and if the ryot does not do what is necessary to the lands, the extra money he would otherwise get goes in *zillah khurch*. Practically, I believe, that difficulty is very little felt, and that the cases are extremely rare in which the ryots voluntarily evade their contracts. Most of the factories have more or less *khushki*, or what is known in Bengal as *be-iliha* cultivation, and some factories depend almost entirely on such cultivation. In the neighbourhood of these factories the land is of far less value, and the average rent much lower than it is in other parts of the district, running from three rupees downwards, the average rent being about *Rs.* 1. 4. to *Rs.* 1. 8. In these cases it is my conviction that the engagements are, in the strictest sense of the word, voluntary on the part of the ryots. The contracts are usually entered into for three or seven years, the advance being made at the rate of two rupees per annum per beegah; *i.e.*, if a ryot engages to do one beegah for three years, he receives six rupees, two of which will be deducted from the amount he received the first year, two more the second year, and the last two the third year. Most of the factories, however, depend almost entirely on the cultivation within the estates of which they hold ticcas or leases. As I said before, it is a matter of course that where a factory holds any fractional share of a village in lease, every ryot sows from three to four cottahs in a beegah in indigo. In most parts of Tirhoot I do not believe that this cultivation is acceptable to the ryot. I believe it pays him; but it is not nearly so remunerative as other crops would be. I am speaking now particularly of those parts of the district in which the rent rises as high as five and six rupees a beegah, and of which the average rent may be taken as *Rs.* 2. 8.

3782. Where the rent is five and six rupees a beegah, how is it possible that a payment of *Rs.* 6. 6. should remunerate the ryot?—In cases where land bearing so high a rent is taken for indigo, the planter is also in the position of zemindar, and, I believe, gives a remission of rent, not charging more than *Rs.* 2. 8. per beegah. I have said above that the indigo cultivation, in these parts of Tirhoot especially, is not acceptable to the ryots, and, as a general rule, they do not like indigo to be introduced into a village; but when indigo has been cultivated for some time, I do not believe that they feel the least sore about it; they cultivate their indigo to please their landlord, just as much as a matter of course as they pay the usual *nuzzur* to the zemindar when any family event takes place. A great deal depends on the individual character of the planter; and a case was mentioned to me by a zemindar, the other day, in which he bought the proprietary right of a village that had been for years in farm to a factory. On the current lease expiring, he, wishing to save his ryots from the oppression of indigo, declined renewing the lease; on which the ryots came in a body and told him that they had sown for the factory for years, and that they had always been well treated, and at their request he gave it in farm again. I may add, that the manager of this particular factory is known and acknowledged for his fairness among both Europeans and natives.

3783. Was your interference often sought in any disputes between planter and ryots, whether his own ryots or ryots of another estate growing indigo for him?—Scarcely, if ever, was any complaint brought to me which was *bonâ fide* between planter and ryot. The planters very often take a lease of a fractional share which is in dispute among the *maliks* or proprietors of a village, and then a struggle commences, in which the usual complaints are made by the ryots, according to the side they take up. In those cases, no doubt, the planter acts oppressively in forcing the ryots to cultivate indigo, who are unwilling to do so. Generally, when a village is first taken in lease, even if there be no dispute about the zemindary rights, it is my impression that the planter uses more or less illegal pressure to get his indigo sown. The grounds on which the ryots have complained to me verbally, when on my tours, against indigo cultivation, are that their time is so much taken up with indigo portions of their land that they have no time properly to cultivate their other lands. As a pure matter of opinion, I do not think that this is a hardship which really presses on the ryots. Another complaint which they make, is, that the planter generally manages to secure the best land for indigo. For this complaint there is very much more ground.

3784. Then, are we to understand that, when a planter has once got full possession by a lease, complaints of oppression or illegality, either against him or his servants, were comparatively rare?—I should say they were comparatively rare. Cases, of course, do occur in which the planter destroys the crop of the ryot because he wishes to sow his indigo in the field.

3785. Is nothing but indigo grown on indigo lands during the 12 months?—As a general rule, only indigo is allowed to grow on indigo lands during the year, but where the indigo has entirely failed, I believe the ryot is often allowed to sow another crop on the land, giving half the produce to the factory as rent.

3786. Mr. *Fergusson.*] To your knowledge, have any of the ryots lately evinced any feeling of dissatisfaction with indigo cultivation?—No, they have not, but I have been given to understand that there is more difficulty now in carrying on the *be-iliha* cultivation than there used to be some years ago, when it was notorious that a ryot used to be punished, in a particular part of the district, by having his name struck off the books. I attribute the fact of the ryots being now less willing to enter into indigo engagements, to the general rise in the price of produce of all sorts, and consequent rise in rent of land; and I believe that a proposal is now under discussion by the planter to raise the price paid for indigo considerably.

3787. *President.*] Did you find the zemindars averse to giving leases, and of what nature were those leases when given?—As a general rule, the zemindars do not like giving leases to factories. They do so from four motives, the first being an absolute pecuniary benefit, either in the shape of getting a higher *jumma* from a planter than they would get from any one else; second, for the

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H. L. Dampier, Esq., C. S.

26 July 1860.

object of securing a loan from the planter; third, in the case of the petty *maliks*, because they find it more expedient to give a lease of their property to the factory, than to be on bad terms with it. Fourth, when the petty *maliks* are fighting among themselves as to the extent of their respective shares, one party is often glad to give a lease of what he considers to be his share to the factory, and I consider the willingness with which the planters enter into such disputes to be the chief evil of Tirhoot planting; sometimes the zemindar farms his property for a term of years, say seven or ten at a fixed rent; there may or may not be a bonus. But the more usual arrangement is, that the planter gives a loan or *zur-peshgi* to the zemindar in consideration of which the zemindar gives him a lease of the estate; usually the principal of the loan, remains untouched until the zemindar repays it in a lump, *i. e.*, the former pays to the zemindar whatever difference there may be between the *jumma* or rent of his farm, and the interest of the loan. In other cases I believe the arrangement is, that no rent is to be paid to the zemindar, the principal of the loan being gradually repaid from the profits of the estate.

3788. Can you mention any case in which the factory, taking any fractional share of an estate, it resulted either in disturbances or affrays?—Almost every case is followed by a series of petty cases, but one only of a serious nature has occurred in Tirhoot for years. That occurred in January 1859. I have furnished the details in answer to the Commissioner's circular regarding affrays. Those details are taken from the records.

3789. Did the mutiny at all effect indigo operations in the least. Some of the planters have mentioned to me the growing impertinence of the ryots, while others found the ryots and petty *maliks* more tractable than they had ever been before.

3790. Then on the whole, with the one exception alluded to, you are of opinion that the Tirhoot system is a fair system, and that due regard being paid to any rise in the price of labour or produce, it may continue as heretofore?—That is my opinion. Another evil of it is the means which are adopted for securing the lands which the planter desires to have. I should wish that the ryot were left to make his own selection, or rather, as that would be impracticable, that the contracts be made for specific fields.

3791. Did you ever find complaints from any party that indigo clashed with the cultivation of the poppy?—In the three cases of ryots evading their contracts that have come before me in the three years I was collector, I think in two, the defence of the ryot was, that his lands had been taken for indigo against his will, but I cannot state if this was true, or merely an excuse made to evade and avoid the penalty for the non-fulfilment of his opium contract. No disputes have come to my notice as between the sub-deputy opium agent and the planters.

3792. Mr. *Fergusson.*] Do you consider that the planters and their assistants in Tirhoot are in any ways different from those in Bengal?—My personal knowledge of the Bengal planters has been too limited to justify my answering that question; but I may add that generally speaking, the estimation in which the Tirhoot planters are held by the natives, is much higher than that in which the planters of Bengal are held.

3793. Do you consider that the ryot of Bengal is as truthful and faithful in fulfilling his engagements as he of Tirhoot?—My impression is that he is not.

3794. Assuming that the Tirhoot beegah is equal to nearly three of the Bengal standard beegahs; does it not appear that the Bengal ryot who gets an advance of two rupees for his beegah, is better off than the Tirhoot ryot, who at the utmost gets *Rs.* 6. 8. for his crop?—I believe that the Bengal ryot has to pay for seed and carriage; and from the complaints made, I suspect that he has to pay very much more to the factory *amla* than the Tirhoot ryot. After these deductions, his position would not be better than that of the Tirhoot ryot.

3795. Baboo *C. M. Chatterjee.*] Considering the way the Bengal planters are said to treat their ryots; should the Tirhoot planter attempt to do the same, what do you think would be the consequence?—I think that the ryots as well as the petty *maliks* would resent it.

3796. *President.*] Had you ever any complaints from ryots, that their ploughs were taken or their time was taken for cultivation of the factory *ziraut*?—I remember one case in which the factory servant had called a ryot to plough an indigo field, he refused to go, because he wanted to plough some other field, but I cannot remember whether the field for which the plough was taken was *ziraut* or *ryotti*. The case came before me as one of simple assault, in which I think the factory servant was prosecutor. I remember also two or three other cases, in which disputes of the same sort arose from the factory servant attempting to make the ryot go to his indigo work. Generally these cases were instituted by the factory servants, complaining that certain villagers had turned out against him, and assaulted him. The origin doubtless was, that the factory servant had used force to make the ryot go to his work.

3797. How many sub-divisions had you in Tirhoot?—Only one, Buhern.

3798. Do you think the late rise in salaries has improved the character of the Tirhoot police?—I have been obliged to report that I have seen no improvement as yet. The police of Tirhoot, though not so sharp as that of Bengal, are perhaps less corrupt, though they are bad enough.

3799. *President.*] You have had some experience in Pubna, were any facts brought to your knowledge there, which could lead you to form an opinion as to the popularity or unpopularity of indigo?—My impression was that the indigo cultivation there was extremely distasteful to the ryots. I derive my impression from conversing with the ryots, and generally from cases that came before me, but I must add that certainly the great majority of cases were from those estates in which the disputes between Mr. Kenny of Salgurmudia and Baboo Ram Rutton Roy were going on, so that it is difficult to say in what cases the ryots' antagonism to planters was the result of his own impulse, and in what he was acting under the influence of his zemindar.

3800. Baboo *C. M. Chatterjee.*] Was not the late Baboo Ram Rutton Roy very averse to giving leases to planters?—It is my impression that he gave leases to a factory bordering on Mr. Kenny's concerns, with the manager of which he was on goods terms, but he was perpetually at feud with Mr. Kenny, and hence constant disputes arose.

3801. *President.*]

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3801. *President.*] In disputes between zemindars and *maliks* or small proprietors on one side, and planters on the other, had you in Tirhoot often occasion to put in force Act IV. of 1840 or Act V. of 1848?—Very frequently; more so perhaps than in any other district, but it was chiefly in petty cases; the reason of their frequency is, that there are generally numerous *maliks* in each estate, and quarrels arose between them or between one *malik* and the lessee of another, as to what field was in the *ziraut* or *nij jote* of each individual *malik*. Another cause is, that they divide their estates by mutual agreement, and some years after quarrel about the division. There were many cases in which planters were concerned, and in these, I think the question generally was, whether the field was in the ryot's possession, or whether it was the *ziraut* of the *malik* from whom the factory held.

H. L. Dampier, Esq., C. S.
26 July 1860.

[Commission adjourned at 5 p. m.

Friday 27th July 1860.

PRESENT:

W. S. SETON-KARR, Esq., C. S., President.

Members;—R. Temple, Esq., C. S.; W. F. Fergusson, Esq.; Reverend J. Sale; Baboo Chunder Mohun Chatterjee.

GEORGE GORDON MORRIS, Esq., C.S., at present Magistrate and Collector of Gya, called in; and Examined on Oath.

3802. *President.*] Do you wish to offer any explanation of the statements made to the Commission on the 11th June last, by Baboo Bijoyo Govind Choudari, a zemindar of Pubna, as regards his dispute with Mr. Stephenson of Dobracole, and an investigation made by you at the Bhowdanga factory?—I certainly did go to Bhowdanga, but the dispute referred to occurred in Sooja Nuggur, which is at least four miles off. I went to the spot in person, after having given due notice to both parties to attend, and spent the whole day in making a local investigation. This was, I believe, in May 1859. There were, in fact, two cases on the part of Mr. Stephenson; accusing the Baboo and his retainers of having uprooted the indigo in a field adjacent to the factory, say 150 yards, and then making a demonstration of attack on the factory itself, which led to the few servants of the factory running away. The little property that was there at the time, such as boxes, &c., were strewed about, and some were said to be abstracted, and at the same time two outhouses were burnt. On the other hand, the Baboo charged Mr. Stephenson's servants with having on the same date attacked and looted his *cutcherry*, which was in the village, and carried off about 400 rupees in cash. My local investigation convinced me that the latter charge was perfectly false. I remember that there were a number of discrepancies: the jemadar who guarded the *cutcherry* was stated to have been absent, and then present. The *cutcherry* also is not in an isolated place, but surrounded by those of the other brothers of Bijoyo Govind, and other sharers of the estate. The officers of two of the *cutcherries* said that they were all absent on that day; but the head officer of the third *cutcherry* allowed that he was present on that day, and that no attack had occurred; and if one had, he must have known of it. In fact, I came to the conclusion that this was merely brought as a countercharge.

G. G. Morris, Esq., C. S.
27 July 1860.

3803. Did you send out your tents; and if so, did you go inside the factory in order to avoid the heat?—I sent out my tent to Bhowdanga and had it pitched there; but owing to the season of the year, I put up at the factory. The tent was pitched in order that those witnesses who were absent at Sooja Nuggur might come there and give evidence.

3804. As regards Mr. Stephenson's case, what explanation do you wish to offer?—It seemed to me that the charges of forcibly uprooting indigo, looting the factory, and arson, were to a certain extent proved; and as Bijoyo Gobind's house in Tanti Bundhu was close by, I summoned him to attend in person. As he was charged with being present when the attack was made, I ordered him to appear himself. I cannot think this to be any indignity, especially as it was a serious case. He never appeared at all. As to advising his *mooktyar* to compromise, or telling him that the baboo had better make it up with the planter, otherwise it would not be good for the baboo, I deny that I ever said anything of the kind. There being a charge of arson, which I thought to a certain extent proved, it was not likely that I should give advice.

3805. Did you make any general recommendation to the *mooktyar* for the settlement of the disputes between his employers and the factory?—No, I don't recollect having said anything of the kind; I merely paid attention to the case. I should state, that almost immediately after I left the district, giving my successor, Mr. Molony, the notes of the case, and by him, afterwards, the compromise was accepted.

3806. Then you wish us to understand, that from the result of the one case, viz. the compromise, you are not responsible for its having been accepted by your successor, and in the other you went to the spot, judged of it to the best of your ability, and treated it as a false complaint?—Yes; the one case I left pending, the other I tried on its merits.

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BABOO JOY KISSEN MOOKERJEE, Zemindar of Ootter-para, Zilla Hooghly, called in; and Examined on Oath.

Baboo *J. K. Mookerjee.*

27 July 1860.

3807. *President.*] In what districts have you zemindaries or factories?—I have zemindaries and talooks; the greater portion lie in Hooghly, and a small portion in the 24-Pergunnahs. My *sudder jumma* is about 90,000 rupees, payable at the Collectorate, and by me as *putnidar* and *dur-putnidar*, to the Rajah of Burdwan. Regarding indigo factories, I have four small ones in the Hooghly district.

3808. Can you state the out-turn of these factories, as also whether the cultivation is mostly *nij* or *ryotti*?—In the Hooghly district there is no *nij* cultivation, it is almost entirely *ryotti*. The out-turn of my factories in a good season would be about 150 maunds, but for the last three seasons it has been about half, in consequence of unfavourable weather.

3809. Do you follow the usual system of advances, and supervision over ryots by your own servants as generally practised; and at what rate do you pay for bundles of indigo plant per rupee?—I follow the usual system of advances; *i. e.*, in some factories it is two rupees, and in some three rupees a beegah. The ryot's cultivation is supervised, and the lands measured by *amins* and *takidgirs*. The rate of indigo bundles varies from eight to ten per rupee, which are, however, of a smaller size than those of Kishnaghur. The chain used in my factories is 5 ft. 3 in.

3810. How many indigo ryots have you altogether, and what proportion of land does each man sow with indigo?—Between 500 and 600 in all. Each ryot cultivates from ten cottahs to six beegahs, according to his means and land. I believe the produce of dye from the plant in Burdwan and Hooghly to be much less than in the eastern districts. I made inquiries, but could get no satisfactory explanation for this difference, unless it be some difference in the soil.

3811. On what sort of lands is your indigo sown, and what other crops grow on the same besides indigo?—My indigo is sown on high or *danga* lands. Some factories, not mine, have *chur* lands on the Hooghly, but to a small extent; with the indigo sometimes ryots sow *teel*, barley, wheat; and after the indigo is cut, in all good lands generally potatoes are sown. In inferior lands different kinds of peas and vegetables are sown. I beg to file a memorandum, drawn up by me, of the amount of expense and produce at the minimum rates.

3812. Do your ryots sow indigo, because it is profitable to them, or because they wish to please you as their zemindar?—It is not at all profitable to them, but rather a loss, as my memorandum will show. They sow it to please me, their landlord, and because they have sown it before, and also they wish to avoid the possibility of strangers coming in. I have gradually reduced the extent of my cultivation, in consideration of their complaints, and I have no doubt the ryots would be glad that it were entirely abolished. I also wish to add here, that the cultivation of indigo improves potato lands, and I have no reason to conclude that indigo is injurious to the soil; on the contrary, ryots have told me that it is good for the soil, particularly for potato lands.

3813. You have stated that the ryots would be glad if the cultivation of indigo were discontinued; will you state the reason the ryots have for this?—In the first place, ryots are subjected to a great deal of annoyance and exaction by the factory servants; even with my personal supervision I am unable to prevent the oppression of my servants, and complaints are made by them of damage being done to indigo, which damage the ryot denies. Also there are complaints about the selection and measurement of the best lands, and about deduction made from the advances; similarly about measuring the bundles. These are the reasons, but the chief cause is the unprofitableness. Were indigo profitable, the ryots would put up with some amount of oppression. In some villages, in which a man makes a very large profit of 10 to 70 rupees from other cultivation, he does not mind giving two or three rupees to the *amla*.

3814. Can you suggest any other system by which indigo might be grown without producing disputes or dislike on the part of the ryot, and will you give us a broad outline of the same?—I would suggest that instead of the present system of interference and supervision over the cultivation and weeding, the manufacturer should enter into a sort of contract for a year or two, with a substantial ryot of a village to deliver plant at a remunerative price, to be left to be fixed by both parties, as is done in silk, cotton, and sugar. I would have these contracts registered and adjudicated summarily, and this should not be confined to indigo but to all contracts.

3815. Have you ever been solicited by Europeans to grant them leases and give them lands in *putni*, or otherwise to aid them in any mercantile or agricultural speculations?—There are not many Europeans or Armenians in Burdwan and Hooghly; but I have been frequently applied to by gentlemen who are there to grant them either farms, *putnis, or mookurrari pottas*; but I have invariably resisted the applications. I have, however, assisted them, by directing my own ryots, in my own villages, adjacent to factories, to sow 30, or 40, or 50 beegahs with indigo. I said, if the servants oppress you, complain to the sahib; if he does not listen, complain to me, and I will settle it with the sahib.

3816. On what principle did you steadily refuse such applications; was it a dislike to surrender your influence as zemindar; or a fear that indigo might prove injurious to the ryots, or a fear lest Europeans should acquire too much influence?—Yes; chiefly from the first two causes; I like to manage my zemindaries myself, and introduce such improvements, as cutting *khals*, making roads, and establishing schools. Also, if European gentlemen acquire lands for indigo cultivation, they think of little else, but endeavour to increase the cultivation, such cultivation being unprofitable to the ryots. As regards the third cause, I have generally found that when Europeans and natives come into contact, the European generally gets the upper hand, and that the courts and authorities (it may be unintentionally) have a leaning in his favour: besides, I should be apprehensive that if I gave 25 rupees out of 50 rupees in *putni* to an European, he might by degrees absorb the whole.

3817. Baboo *C. M. Chatterjee.*] What number of Bengali and English schools and dispensaries have you in your zemindaries?—In my own zemindaries, eight Anglo-vernacular schools, and about

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about 10 or 11, purely Bengali, aided schools, *i. e.* partly supported by Government, and partly supported by me, together with collections from the scholars. Besides, I have about 100 *patshalas*, or village schools, which are not supported by me; occasionally I give donations and monthly subscriptions. I have also *choupattis*, or Sanscrit schools, about eight in number, on my estates. I believe three-fourths of this number of aided schools and *patshalas* exist on my brother's estates. Between myself and my brother we have dug about 100 tanks of small and large sizes in 60 or 70 different villages. I have also two dispensaries, partly aided by us, and partly by Government. With the assistance of the Ferry Fund Committee we have constructed about 200 miles of roads, with bridges and drains; in some of which we were well assisted by the Ferry Fund Committee. In all, I should say we expended a lac of rupees in these improvements.

3818. Mr. *Sale.*] Are you in the habit of collecting anything from the ryots, in the aid of cutting roads, or digging tanks?—No, I never did so, although I know it is the custom in other zemindaries; but I, on the other hand, exact a full *jumma* from the ryots, which other zemindars do not.

3819. Mr. *Fergusson.*] If a European were to try to purchase a *jote* or *jumma* from a ryot within your zemiudary, would you permit him or oppose him?—I should, in the case of an entirely new person, because I might not wish him to get a factory; but those who have factories in my *illaha* have been in the habit of purchasing *jummas*, and I have not opposed them. Of course I take the usual fee for entering the name of the new purchaser in my records.

3820. *President.*] You have suggested the registration of contracts, will you state fully the means you would employ to this end?—I would concentrate all offices of a sub-division in one place, and there I would have a registrar whose pay should not be less than 150 rupees, besides the usual establishment, where all contracts and other conveyances should be registered; the registering fee varing from eight annas to 25 rupees. The parties registering should be identified by a mooktyar, or vakil of the court. Notice should be placarded once in the moonsiff's courts, and once in the village, for three days, and thus 200 contracts might be registered in one day.

3821. Have you any *golahs* or barns for the accumulation of rice, or do you lend rice or money to the ryots?—I had some *golahs*, and used to lend rice to the ryots, but found that I suffered loss through the fraud of servants, and gave up accumulating rice. I lend money on interest, from 12 to 24 per cent. according to the risk I run in each case. There are several other *mahajans* on my states. I do not lend money only to ryots and cultivators, but I lend it to men to establish shops, and I encourage men to make purchase of wood, hardware, silk, sugar, hides, and to dig tanks, or to convert small bazars into large ones. In this way I have about one lac of rupees floating. I am of opinion, however, that it were better that zemindars did not lend to the ryots, as it brings about oppression. Therefore I encourage other *mahajans* to lend to cultivators; for instance, if a ryot owed me 50 rupees rent as zemindar, and 20 rupees debt as *mahajan*, and if he got a good crop of sugar-cane, the *gomashta* would recommend me to realise my dues by attachment, which would lead to discontent and loss to the ryot, who would be obliged to sell it at the worst time.

3822. But supposing another *mahajan* lends money to your ryot, and you, not having lent money, have still a claim against such ryots for rents or indigo advances; might not your interests, and those of the *mahajan*, clash?—Yes, they may, and there have been disputes in this way, but there are not if the *mahajan* duly considers the matter and understands his business; for instance, there is a ryot with 20 beegahs of land, of which five are to be cultivated with indigo for a factory, with or without zemindary rights, but out of the remaining 15 the *mahajan* ought to consider that 10 beegahs can be cultivated with rice, one or two with tobacco, and some with vegetables; and if the factory does not require more beegahs to be cultivated with indigo, on the one hand, and the zemindar, on the other, does not press heavily on the ryots for extra cesses, and if the season is not unfavourable, I see no reason why things should not go on smoothly among the three parties. Baboo *J. K. Mookerjee.* 27 July 1860.

3823. Then you think there is no real reason why the *mahajan* should be hostile to the planter?—None at all, unless the zemindar or the planter create some cause of misunderstanding.

3824. Mr. *Fergusson.*] Is it not likely that the present high price of rice will make the *mahajan* anxious to have the cultivation of it increased, perhaps to the prejudice and decrease of indigo?—I think it pretty certain that the *mahajan* would aid the ryot in resisting any increase of indigo cultivation, but I don't think he would interfere if things were allowed to remain as they were.

3825. Mr. *Sale.*] Do you think that a large proportion of your ryots are in debt to the *mahajan?*—I should say that half of them are, and those that are indebted, are capable of clearing their debts, if the present favourable state of the market exists for four or five years more.

3826. Has the condition of the whole district of Hooghly improved, and are you in a position to say, if they are in as good a condition as, say the ryots of Jessore and Kishnaghur?—Yes, I should say, as far as my observation goes, that the Hooghly ryots are far better housed, clothed, and pay more rent than the ryots of Kishnaghur.

3827. What is the usual rate of rice and other cultivated lands in your district?—From one to six rupees, rice lands; tobacco lands, from five to 12 rupees; mulberry lands, from eight to 12 rupees; sugar-cane and cotton lands, from four to seven rupees; and potatoes, garden, and jute lands, from four to six rupees; *bashto* lands, or homestead, from five to 15 rupees.

3828. *President.*] What is your opinion of Act X., of 1859, and how has it affected you as zemindar?—It has simplified procedure in many instances, and so far it is good. As regards the right of zemindars, it has been infringed in some instances, but as it has been a very short time in operation, I cannot give an opinion as to its practical effect; but I believe when it is more fully known that it will be unfavourable to the collectors of rent, thereby endangering the position of zemindars.

3829. Mr. *Sale.*] In what respects do you consider that Act X. has infringed the rights of zemindars?—Section 4 throws the burden of proofs on the zemindar, which is contrary to the usual practice. Also section 6 reduces the landholder into a sort of tax collector, by giving a right of occupancy to any one who has held land for 12 years.

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Baboo *J. K. Mookerjee.*

27 July 1860.

years. Section 26 prevents our measuring our own property without the sanction of the collector. As regards section 11, I believe that if honestly carried out, it will not cause much inconvenience, as we can still summon our ryots, but it may be taken advantage of by evil-disposed persons. With reference to section 28, the quantity of rent-free tenures will so increase by fraud, that eventually zemindaries will not be worth anything. Again, the law of arrest being virtually abrogated, we are obliged to have recourse to distraint and suit, and the officers being not numerically sufficient to get through the work, we are obliged to fee in every step of the process. This I consider a great hardship to the landholders. I may conscientiously say that in a suit of 10 rupees a landlord is put to an expense of five rupees. I do not, however, mean to say, that the expense increases in proportion, but the suits being generally for small sums, the costs become heavy. If the suit be for 100 rupees the legal expenses are very near the same, unless where the presiding officer is young and inexperienced, then the thing is worse. By the new law of distraint restrictions are imposed, which are still more unfavourable to the collector of rents.

3830. *President.*] Do you think that Act VIII. has already facilitated the decision of civil suits?—It has facilitated the decision of suits certainly, but it has given the uncovenanted judges who are bound to decide a fair proportion of suits in a month, a convenient plan for rejecting all inconvenient issues, which they had not before. This will tend very much to injure suitors. I should say that without improving the class of moonsiffs and sudder ameens this power should not have been conferred. In fact, I think that the training of the judicial branch is insufficient, and it should be an extensive service.

3831. Mr. *Fergusson.*] Within what time do you think a decree and execution by Act X. can be obtained?—A decree and execution can be obtained in three months if there is no appeal. If there is an appeal it would take an additional month.

Baboo HURONATH RAI, Zemindar, of Narrail, District Jessore, called in; and Examined on oath.

Baboo *Huronath Rai.*

3832. *President.*] WILL you state in what zillahs you have estates?—In Jessore, Rajshahye, Pubna, Backergunge, Dacca, Furreedpore, 24-Pergunnahs, and Hooghly. My *sudder jumma* is upwards of two lacs.

3833. How many indigo factories have you, and on what principle do you manage them?—I have 30 factories in the district of Furreedpore, Jessore and Pubna; the total extent of my cultivation is about 18,600 or 19,000 beegahs, both *nij* and *ryotti*. I cannot state the exact proportions. I follow the system of advances. I have, of course, the usual establishment of *amins*, *takidgirs*, &c. I have one European manager and five European assistants. For the *nij* we have a certain establishment of bullocks, and we hire the rest. For the *ryotti* we give advances at two rupees a begah. Our contracts vary from one to five years. With our own ryots we do not often enter into written contracts, but from ryots not on our own estates, we take contracts. When they enter into a contract for five years, they sign a stamp paper for security's sake every year. The expense of this stamp is not charged to the ryot, but the ryot pays for it when the contract is a yearly one. We take six bundles for the rupee. The rate has gradually been reduced from ten to six bundles.

3834. Does the rate satisfy your ryots, and are they content to sow for you?—Our plan is to take a *jotedar* with perhaps 70 or 80 beegahs, and to require five or ten cottahs from his dependent ryots. Sometimes the *jotedar* himself is required to sow something. This is not excessive, and does not press upon them; moreover, I have some regard for my ryots, and if a man is in difficulties I let him off. Our out-turn varies from 400 to 900 maunds.

3835. Mr. *Sale.*] Have you had any difficulties with your ryots this year?—Not as yet, they have sown as usual. I have heard of no difficulties about my own manufacture.

3836. What is your custom in making out your accounts with the ryots?—We give them credit for the number of bundles they give into the factory; and if more than their advances they get excess. If less the balance is carried over to their account.

3837. Mr. *Temple*] Are the majority in debt, or do they receive *fazil* or excess payments?—It all depends upon the season.

3838. If your factory books were examined at the present time, would they show whether the majority are in debt or not?—Without inspecting them I cannot tell.

3839. *President.*] Have you been often applied to by European gentlemen for *putnis* or for leases of land?—In some of my old pergunnahs there are not many factories, but in the Mahomed Shai pergunnah, which is a very extensive one, there are several hundred factories. I used to be much applied to for leases, and I give them to several planters for one or two terms; but when the properties were returned to my hands, I found that they were deteriorated in value, owing to disputes, oppressions, and absconding of ryots; so that when the property was returned to me I was not able to collect half or a quarter of the rent; so in the end, from sheer helplessness, I gave some of my lands in *putni*. I have given *putnis* to three or four concerns, Katchikatta, Sinduri, Loknathpore, and one of the concerns of Messrs. Watson in Pubna. Besides this I have given some *mourusis* and *pottahs* to Mr. Kenny, as also some properties to the Hizlabut concern.

3840. In each of those cases, do you wish us to understand that if you were an entirely free agent you would not have given them; and that you merely gave those *putnis* and leases because you could not help it?—Yes, I was afraid of cases in courts and of getting a bad name, and then finding that the authorities had a leaning towards the planters. I really have a dislike to say anything more on this subject; but I can say this, that the ryots are averse to my giving leases or *putnis* to the planters.

3841. Baboo *C. M. Chatterjee.*] Have you ever been advised, influenced, or threatened by any magistrate, with a view to your giving properties in leases or *putnis*?—I can't say what was written to my brother, the late Ram Rutton Roy, unless I look into his records. My brother was the manager, and I was told by him that magistrates have advised him in these matters.

3842. Until such time as you had given a *putni* or *ijara*, were you ever treated harshly by the authorities?—

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authorities?—Yes, the last year, in the case of a lease we had to give to Messrs. Watson, all kinds of cases arose. My servants were fined and put into prison. I found that I could do nothing right, and they could do nothing wrong; so I was obliged to give them the *putni*. All my just cases were dismissed, and punishment followed in the cases that they brought against my servants.

3843. Mr. *Fergusson.*] When you bought the Mahomed Shai pergunna under a decree in the Banerjee suit, did you not find considerable difficulty in finding money to pay for it?—Yes, I found a want of money and had to borrow.

3844. Did you not then give *putnis* to a considerable extent, to enable you to pay up the money you had borrowed?—No, I did not give the *putnis* till I paid the money I had borrowed.

3845. Mr. *Temple.*] Have you had many of your own ryots to cultivate indigo for European planters, and if so, have you found this inconvenient?—Yes, besides *putnis* and *ijaras*, some of my ryots cultivate for the planters, and I tell the ryots to sow peaceably for the planter; but there is disadvantage to me in this, for there is always a possibility of ryots deserting on account of oppression (as was the case the other day with Mr. Durand), also where there is indigo the ryots have not time to attend to other crops. And this may endanger my rent.

3846. Under these circumstances, have you found that the ryot becomes less dependent upon you and looks more to his master?—The ryot is mine, and he looks to me; if he gets into any difficulty he expects that I should advise him what to do.

3847. Do you find that ryots cultivating in this way leads to disputes between you and the planter?—Yes, I do, because a good piece of land (say for sugar-cane) may be wanted by the planter for indigo. The ryots come to me, and this leads to disputes.

3848. Have you ever been under the impression that Government had any interest in indigo?—No, never.

3849. Do you consider that an European indigo planter in the Mofussil practically possesses much power, or do you mean that he has obstacles thrown in his way by zemindars, police and others?—I consider that planters in the Mofussil have engrossed a large amount of power and influence, and there is no zemindar that can contend with them. They have only to write a letter to the authorities, and they can get what they like.

Baboo *Huronath Rai.*

27 July 1860.

3850. Mr. *Fergusson.*] When you quarrel with a planter do you forbid your ryots to sow indigo for him, whether there are engagements or not?—No, I wouldn't forbid them to sow for what they were down in their books, but I would be down on them for any excess.

3851. Did you never forbid ryots to cultivate, with a view of making planters take *putnis* or leases, on heavy terms?—No, I never had that desire.

3852. Did you not forbid the ryots in Hizlabut Factory to sow, when the late Mr. Deverinne had it?—I cannot recollect that I ever did it.

3853. *President.*] During the past season, have you used your influence in the Mofussil to enable the ryots to sow and cut indigo for the planter?—Yes, I have, knowing the state of things in Kishnaghur and Jessore; I have everywhere told my servants in the Mofussil to induce the ryots to sow and cut, as the planters have a large property at stake.

3854. What is your opinion about the chances of the ryots sowing next year?—My opinion is, that without an order from some authority the ryots won't sow.

3855. Mr. *Temple.*] Do you consider that the provisions of Act X., which deprives a zemindar of the power of summoning his ryots, acts prejudicially on your powers as a landlord?—It will be very injurious, as the ryots are not likely to come with their rents without being sent for. In the present state of things I think it is likely to be injurious. The ryots are not aware of the Act, but so soon as it is known we shall be ruined. Some ryots who do know it are committing folly and obstinacy.

Commission adjourned at 5 p. m.

Monday, 30*th July* 1860.

PRESENT:

W. S. Seton-Karr, Esq., C. S., President.

Members:—W. F. Fergusson, Esq.; Rev. J. Sale; Baboo Chunder Mohun Chatterjee.

Edward Prestwich, Esq., Merchant of Calcutta, Examined on oath.

3856. Mr. *Fergusson.*] Are you proprietor of the Baraset indigo concern, and how long have you been so?—Yes, I am proprietor of the Baraset concern; I purchased half of it in 1853, and the remaining half three or four years subsequently. The concern was sold to me, as stated in my petition for the removal of Mr. Eden, page 143 of the Blue Book, for 100,000 rupees, and not one lac and 50,000, as stated by Mr. Eden. The outstanding balances were correctly stated by Mr. Eden to be a lac, 14,474 rupees, 2 annas and 10 pie, including bad and doubtful ones.

E. Prestwich, Esq.

30 July 1860.

3857. What is your cultivation of indigo this year, distinguishing *nij* and *ryotti*?—The total of land sown this year in the Baraset concern is 5,641 beegahs, of which 5,111 beegahs are *ryotti* and 386 *nij-abad*. There are 143 beegahs *shouk dadun* sown without advances, and not two-thirds *nij-abad*, as stated by Mr. Eden in his evidence.

3858. What was your cultivation in 1855?—

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E. Prestwich, Esq.

30 July 1860.

The cultivation in 1855 was as usual, 11,000 to 12,000 beegahs, and the small out-turn of the concern that season arose from the badness of the weather.

3859. To what do you attribute the falling off in the extent of land sown this year?—I attribute the small quantity of land sown this year principally to the fact of Mr. Eden's frequent communication with the ryots after he had left that district. I believe the combination among the ryots would easily have been broken, as the great majority of them are willing to sow indigo. Whenever the ryots prepared to come to the factory, the ringleaders of the movement used to go to Calcutta, and on their return they would state that they had seen Mr. Eden; that his orders were, that the ryots should remain quiet, and not go near the factory, and not take advances, and that they should receive his support even though not in the district. This, whether true or false, was believed by the ryots throughout the country; and they looked upon it as an order not to sow indigo.

3860. *President.*] Did you derive this information from those ringleaders themselves?—No, I derived it from the manager and the assistants of the concern, who had ample means of ascertaining the truth.

3861. Did you understand from the managers that they had personally spoken to any of the ryots, who had been in communication with Mr. Eden?—I heard from one of the assistants that he had spoken to Amir Biswas, and that he and others promised to sow, but he did not.

3862. Have you formed any idea of the kind of support which Mr. Eden was to give the ryots, he not being in charge of the district?—I understood it to mean the support of his influence. The ryots said "that he would act for them as their *mooktyar*."

3863. Did you attach any definite idea to the term *mooktyar*; was it that he was to act as general agent, or that he was to plead for them in particular cases?—That he would act for them as their legal adviser.

3864. Mr. *Fergusson.*] Do you know the reason why Mr. Mangles left the Baraset district, and do you think that the ryots believed that it was because he expressed an opinion favourable to the ryots?—No, I do not. The story current in the district was, that Mr. Mangles left the district owing to some misunderstanding with his officers. I do not believe that the ryots thought he had been removed for having expressed an opinion favourable to them.

3865. Have you any large amount of rents in arrears, and uncollected?—I cannot say exactly what amount of rents are in arrears, but I should say over 40,000 rupees. I attribute it partly to the concern having been closed last year, partly to Act X., and to other causes. I cannot speak of the correctness of these causes from my own knowledge, but that is the opinion of the manager of the concern.

3866. Have you taken lands in lease from the ryots this year, and if so, to what extent, and for what purpose?—The only lands which I have taken this year in lease from the ryots are 178 beegahs, for the introduction of the cultivation of cotton. The seed proving bad, and not being able to get a further supply till next year, I ordered the assistant to sow whatever crop he liked in it; and he elected to sow indigo, as being the crop most likely to pay at that season of the year.

3867. *President.*] What was the amount of indigo sown in the season of 1859, when Mr. Eden was still in the district?—The total amount was 4,104 beegahs, of which 357 was *nij-abad*, 3,695 *ryotti*, and 52 *shouk-dadun*; but a great portion of this plant was destroyed by the ryots after the publication of Mr. Eden's *rubakcari*, dated the 20th February 1859.

Baboo Hurris Chunder Mookerjee, of Bhawanipore, in the District of 24-Pergunnahs, called in; and Examined on oath.

Baboo H. C. Mookerjee.

3868. *President.*] What situation do you hold?—I am a clerk in the service of Government, in the Military Auditor General's Office.

3869. You are the editor of the "Hindoo Patriot"?—I do not hold myself the responsible editor of the paper, but I have sufficient influence with the proprietor to make him adopt any tone of policy I deem fit.

3870. You have had occasion to watch with interest the late indigo crisis, have you not?—Yes.

3871. During the crisis, have any ryots or other parties applied to you for advice?—Yes, numerous persons, zemindars, middle men, and ryots, have come to me for advice from several districts. They applied to me personally.

3872. Will you state the questions on which they generally came to seek your advice?—Before the Act for the summary enforcement of indigo cultivation was passed, the point on which the majority of ryots sought my advice was, how they could best avoid sowing; after the Act was passed, the point on which they chiefly sought my advice was, how they could best resist the coercionary measures taken under it. Latterly, the point that they have generally sought my advice on is, how best they can avoid taking advances, and being made to grow indigo next year. Besides these there have been particular cases in which I have assisted them with advice, and written out petitions and applications to various authorities.

3873. Can you state the general line of advice that you gave to the ryots in the points above referred to?—I invariably advised them to apply to the district authorities in the proper form for redress, and to go to the next appellate authority, if they found no redress at the hands of the district authorities. I cautioned them against ever committing any breaches of the peace, or committing themselves in any manner by acting illegally. I explained to them that the operation of the Act was temporary, and that better measures would be devised next year, when I was sure they would be free to take or not to take advances. I generally advised them to seek for redress in the civil courts, a mode of proceeding which I found was much less resorted to than it should have been. I mean the Act for damages.

3874. As editor of a paper published in English, and therefore likely to be read by Englishmen, had you many communications by letter from parties in the Mofussil detailing their grievances, and asking for your advice?—All letters addressed

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addressed to the editor of the "Patriot" were received and opened by me, and many of them contained statements of the kind referred to in the question.

3875. Are you in a position to state whether more letters of the kind would be likely to come to you, than would be likely to come to a paper printed in the vernacular, say the "Bhashkar"?—The probability is, that more letters of the kind were addressed to the editor of the "Hindoo Patriot" than to the editor of any vernacular journal.

3876. Have you at any time visited any of the great indigo districts yourself, for instance Jessore, Kishnaghur, or Moorshedabad, and are you personally known to many residents of those districts?—No, I have never visited any indigo district, except Baraset and Hooghly. I am personally known to many inhabitants of the Nuddea district, and to some of Rajshahye, and to some of Mymensing, having made their acquaintance in Bhowanipore.

3877. During the late indigo crisis, have you had occasion to depute any person or persons into the interior, in search of accurate information regarding the state of the districts?—Not especially for the purpose of news. I have recommended legal agents to the ryots to carry on these cases, who have acted as correspondents of the "Hindoo Patriot" then; I have received accurate information from time to time respecting every proceeding or occurrence of any note, from persons in the district.

3878. Mr. *Fergusson.*] But did you send from this the legal agents whom you recommended the ryots to employ?—The ryots took them up from here. I settled for one of them the terms on which they were to act as *mooktyar*. This was at a time, when I was told that no *mooktyar* in the district of Kishnaghur, except in the sudder station, could be induced to take up a ryot's case, in consequence of a *mooktyar*, Jitn Chatterjee, practising in the Damurhuda subdivision, having been imprisoned on an alleged charge of having instigated the ryots.

3879. *President.*] Then you can distinctly state that you never deputed emissaries with directions to go from *thannah* to *thannah*, or village to village, pointing out to the ryots the line they ought to take?—I distinctly deny having done so, and thank the Commission for having given me this opportunity of making this denial.

3880. Mr. *Sale.*] Can you state how many of these legal agents went from Calcutta to the indigo districts with your knowledge, to what district they went, and what was the nature of the understanding you had with them previous to their going?—Three in all, to the Nuddea district only. The understanding was, that they should act as *mooktyars* for the ryots who should pay them.

3881. Mr. *Fergusson.*] Did you prepare or assist in preparing circular notices respecting indigo, which were said to be distributed in the villages of Kishnaghur?—I know nothing of them, nor have I ever seen them.

3882. Mr. *Sale.*] You have stated that after the passing of the summary Act, some of the ryots asked you how they could best resist the coercionary measures taken under it; did they wish to know how they could resist the operation of the Act itself, or did they desire to resist the coercionary measures taken under colour of that Act?—The ryots wished to know how they could resist the operation of the Act generally. I could only advise them how to resist the fearful amount of oppression committed under cover of that Act, by officials as well as planters. Baboo *H. C. Mookerjee.* 30 July 1860.

3883. What kind of oppression do you refer to?—Imprisonment in large numbers in low, filthy, narrow godowns, breaking into houses, plunder of property, insult of women by officers of police of various grades, instigated by planters.

3884. Mr. *Fergusson.*] Do you believe that these things have been done under Act XI. of 1860?—I do, after having made inquiries of every kind in my power, as to the fact of imprisonment; it has been judicially established that cases of the kind did occur.

3885. *President.*] Are you aware that since the passing of the Act, the Government of Bengal has exercised close supervision over the local authorities in order to prevent injustice or oppression being perpetrated under its colour?—For the first two or three months after the passing of the Act, the supervision of the Government of Bengal was not such as to prevent the provisions of the Act being extensively abused. Since then a closer supervision prevails.

3886. Baboo *C. M. Chatterjee.*] It has been stated by Mr. Larmour before the Commission, that there has been a feeling of jealousy between the members of the British Indian Association and indigo planters, on account of some of the members of the latter being vested with the powers of honorary magistrate by the late Lieutenant Governor, Mr. Halliday, now Sir Frederick. As a member of the British Indian Association, do you wish to say anything?—Mr. Larmour's statement is not strictly correct. The Association is composed of members of varied politics. Some of them are friendly towards the planters, others are hostile towards them. The Association did address the Lieutenant Governor on the inexpediency of the appointments at the time they were made, and I beg to file a copy of the Association's address on the subject, dated 29th August 1857.

3887. *President.*] During the late discussions on indigo, have you thought it your duty to form and to express a clear opinion on the several questions at issue, as affecting the welfare of a large portion of the native population?—I have studied the question with care, and have no doubt in stating that the present system of indigo cultivation is injurious to the ryots in every way; on all points arising out of these discussions, I have formed definite opinions which I have taken every opportunity to express. On one point only I have not been able to form an opinion, viz., what are to be the future relations between ryot and planter.

Baboo UMESH CHUNDER ROY, of Santipore, Nuddea, Zemindar, called in; and Examined, on oath.

3888. *President.*] WILL you state in what districts you have factories and zemindaries?—I have zemindaries in Nuddea and Purneah, and also factories in the same. Baboo *U. C. Roy.*

3889. Is your system with regard to indigo substantially the same as that pursued by planters?—Yes, it is, and I am associated with an European gentleman as partner. My average

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Baboo *U. C. Roy.*

30 July 1860.

of three working factories in Nuddea is about 200 maunds. The cultivation consists of 3,500 beegahs *ryotti* and 1,500 *nij-abad*, more or less.

3890. Have you experienced any difficulty in completing your sowings this year?—Yes, in about 20 villages not a ryot has sown for me, either October or spring sowings. Of these, 10 villages are in my own zemindaries, 10 are not.

3891. Can you state the reasons which brought about this refusal?—First, the ryots declare that they never make any profit, though their fathers took advances long ago. Also several ryots have stated in my presence, that everything has risen except indigo, viz., rent, wages, and all kinds of produce, and unless I can show them some better system they can't go on. On a reference to the manager, I also sent for the ryots and the head men of villages, who told me that they can get no day labourers for three and half annas or four annas per day. Also they complain that when the land is measured for indigo, the factory people measure one beegah and 11 cottahs for what is nearly two beegahs, according to zemindary measurement. Also they say the land is ours and we grow the indigo, but if our own cattle damage the plant accidentally, you sue and fine us for damaging your property. Also they complain of suffering by the measurement of the plant. For all these reasons they say, that they will not sow, unless we can give them a system whereby they shall derive profit, or at any rate not suffer loss.

3892. Mr. *Sale.*] Did you accede to the request of the *mundals*, and make any new arrangements with the ryots?—I told them I was quite ready to have the plant weighed instead of measured; secondly, the indigo beegah is to be the same as the zemindary. Besides that, I told them to consider how many bundles of plant they could give for the rupee without loss, and they said they would consider. Also they complained that four annas a day was not enough for carting the plant. To this I said, that it was a very important matter, and that I would look into it. On the whole, on consulting with my manager and partner, we determined to make no changes this year, as it would have a bad effect. And that we would look to a better system next year.

3893. Have you had any difficulties in Purneah, and is your system the same there as in Kishnaghur?—I have had no difficulty, and I can only speak what my own system is, which is, that the ryots should grow indigo where he liked, and at the cutting time, the planter makes a bid for the crop, it may be four, five, or six and half bundles for the rupee. The ryots cut it, and we purchase it and carry it away from the spot. Sometimes the money is paid beforehand at rent time. I have one factory at Moturwa, which makes from 25 to 30 maunds yearly.

3894. Mr. *Fergusson.*] What part of the district is it in?—My factory is about four or five *Kos* from *Sahibgunge*.

3895. How many beegahs of your *ryotti* cultivation is not sown in Nuddea?—About 800 or 900 beegahs.

3896. Did you prosecute under the Breach of Contract Act?—No, my partner instituted a suit against some ryots of Bamandas Mookerjee for instigation, which was dismissed.

3897. *President.*] Have you ever been applied to by European gentlemen for the grant of *ijaras* and *putnis*, and with what result?—Yes, I have given lands to many gentlemen. The Bengal Indigo Company hold leases of lands from me, for which they pay about 20,000 rupees; Mr. John White has in *putni* and *ijara* about 6,000 rupees.

3898. Did you grant these *putnis* or leases of your own free will?—The *putnis* I granted were entirely of my own free will. But the *ijaras* I gave when I was in extreme difficulty and misfortune, *i. e.*, in the Bengali year 1262; the time of the lease expired, and there was a stipulation that the company should not be carrying on any indigo cultivation either *nij* or *ryotti*, either in their own name or that of others, and that if they did, I should have the right of carrying away the crop. When the time expired they sowed indigo forcibly, and this brought on a case of Act IV. of 1840, but on my producing copy of the terms of the lease, the planter lost the case. On this they assembled a great number of *lattials* and spearmen, and took away more than a thousand head of cattle from the three villages named Bhowna, Mudna, and Hathibanda, and plundered them also. Sixty cases were instituted, and as long as Mr. Palmer, the joint magistrate, had the management of them, the defendants were summoned, and the cases were going on well. When Mr. Elliot took charge, on certain petitions being presented, he summoned me to find recognizances under Act V. of 1848; I represented that it was right to take recognizances from both parties, and to the best of my recollection this was done in the end. Mr. Elliot represented to me that all these disputes arose from my not renewing the lease. I represented to the magistrate that my ryots complained of various oppressions, stating that they were ready to make up the sum which I should have got as *salami* for the renewal of the lease. In the end, however, Ram Gopaul Mitter, a vakeel, in whom I had much confidence, who lived near Mulnauth, recommended me to renew the lease, saying otherwise there would be no end to plunder and oppression, and that I should never be able to protect my ryots. At length Mr. Larmour came, and whilst negotiations were pending, Mr. Elliot going one day to the cultivation, and not finding the ryots there, struck all the sixty cases off the file. After that the ryots wherever plaintiffs came to me and said there was no use complaining, and that I had better renew the lease. Formerly when Mr. Forlong was manager of the Bengal Indigo Company's concerns there was no trouble, and leases were given by a mere interchange of letters.

3899. Mr. *Fergusson.*] Since the planters took *ijaras* and *putnis*, have you got higher rents than formerly, and has the value of such property improved?—They took the land, according to the old *jumma*; still in consequence of indigo cultivation, there is no doubt that the state of zemindaries has been improved, by taking up waste lands, as that in some instances 1,500 rental is realised, where it was formerly 1,200. Also my *churs* on the banks of the river, which were fit for nothing else, have been successfully cultivated with indigo.

3900. Baboo *C. M. Chatterjee.*] Have the number of ryots increased, and if the number has increased, where have they come from?—In some instances families have increased, and in some instances ryots have taken refuge in my zemindaries in consequence of the oppression of planters.

3901. Do

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3901. Do you mean us to understand that your zemindary is actually benefited by the introduction of indigo cultivation, in that waste lands have been occupied, but that the actual condition of the ryots has not improved?—What I mean to say is this, that everything has risen in value but indigo. Formerly men were content to work for two rupees a month and even less; now they can get high wages; the price of cattle is higher, and therefore the ryots feel their suffering because their condition is stationary.

3902. Can you state what advantage the ryots formerly derived from indigo?—Formerly the indigo beegah was not larger than the zemindary beegah, and rents were much lower. The expense of cultivation was also much less, twelve ploughs would be had for a rupee, nor was there such minute attention paid to weeding.

3903. Mr. *Fergusson.*] Has there been a large rise of rents in Nuddea?—Yes, in some instances it has been double the original rents.

3904. Mr. Forlong states, that he gives his ryots the best lands in Kishnagur at three beegahs for the rupee, in consideration of their sowing one-sixteenth in indigo; if the indigo is stopped, don't you think he will raise the rents pretty considerably?—Certainly he will in such a case.

3905. Baboo *C. M. Chatterjee.*] Supposing indigo is stopped, do you not think that the ryots will agree to an enhancement of their rent if allowed to sow their own crops?—Certainly, considering the high price of all grain and produce, rising in some instances to two and three times the original price.

Baboo *U. C. Roy.*

30 July 1860.

3906. Mr. *Fergusson.*] But if the price of rice and seed fall to their old price, will not the ryots suffer very considerably from the abolition of indigo, and the consequent raising of rents?—I don't think that the price of produce will fall until the wages of labour and the price of cattle become lower.

3907. *President.*] Have you been applied to this season by planters for assistance to get their ryots to sow, and have you issued injunctions to your local agents accordingly?—Yes, I have both told my ryots, and written to my Mofussil servants to the above effect, telling the ryots that they must sow as long as the *ijara* lasts.

3908. Baboo *Chunder Mohun Chatterjee.*] From your knowledge of Mofussil matters, and the feelings of the ryots, what do you think that they will do next year?—I think that until all sorts of oppression be stopped, and until a higher price be offered for the bundles, the ryots won't sow.

3909. *President.*] Do you coincide with other native gentlemen as to the prejudicial effect of certain sections of Act X. on their properties and interests?—Yes, I do generally, and I also object to sections 103 and 105, as to the sale of tenures; the latter being rather indefinite.

Baboo ROY KRISHNA MITTRA, Pergunnah Halda, Inhabitant of Goaltalli, Thannah Bagda, Zillah Nuddea, called in; and Examined on oath.

3910. *President.*] Is your *gauti* or other property in that village still in your possession?—My family has been long in that village for seven generations from the time of the Mahomedan rule; we had *ganti*, *lakhiraj*, *dewuttur* and *mohatran* lands; we are known throughout the whole country round as a highly respectable family. My lands were not liable to enhancement, and when Mr. Larmour wished to enhance them, I told him that I had very old documents which would be a bar to enhancement; I offered to pay the proper rent, but Mr. Larmour refused; I offered to deposit it with the judge; I then complained to Mr. Elliot, who said I was a turbulent character, as a petition had been presented against me, with others, for assembling *lattials*; I was kept hanging about for three months. While I was in attendance my houses were knocked to pieces, and the property I had of every kind, plundered; this was done in the month of *Bhadro.* I at first thought it was no use complaining to Mr. Elliot, but when he went away, I complained to Mr. Cockerell in the month of *Agran*, and he ordered me to issue a *subpœna* for the witnesses, though I wished to have them summoned by the darogah; my witnesses were heard, but only two of the defendants were summoned; and in the month of Jyeshto or Baisakh the case was struck off, because I could not point out the defendants; since that, I have never dared to go home, but I have sued under Act X. and got a decree, which is on appeal at the sudder.

Baboo *R. K. Mittra.*

3911. Why did you not make your appearance when three other respectable people came from your village before this Commission?—They were living in Calcutta, and I was in Nuddea; I was not aware of their coming here; but I was in Kishnaghur when the Commission sat there, and applied to be heard.

3912. Mr. *Sale.*] How far is Barra Khanpore from Goaltalli?—About five *russis.*

3913. Do you know Amir Mullick, and what kind of man is he?—Yes, I know Amir Mullick, he is one of the most respectable men in the country; I have always heard of him as a good character.

3914. Baboo *Chunder Mohun Chatterjee.*] At the time your houses were knocked to pieces and your property plundered, had Mr. Larmour the power of an honorary magistrate?—Yes, he obtained it in *Sraban.* My house was knocked to pieces in *Bhadro.*

3915. Mr. *Sale.*] Who was your zemindar before Mr. Larmour? — Baboo Sri Gopal Paul Chowdari.

Commission adjourned at 5.15 p. m.

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Tuesday, 31*st July* 1860.

PRESENT:

W. S. SETON-KARR, Esq., C. S., President.

Members:—W. F. Fergusson, Esq.; Rev. J. Sale; Baboo Chunder Mohun Chatterjee.

EDWARD DE LATOUR, Esq., C. S., Civil and Sessions Judge, 24-Pergunnahs, called in; and Examined on oath.

E. De Latour, Esq.

31 July 1860.

3916. *President.*] WILL you state the districts in which you have had experience?—First in the district of Maldah, then Bhangulpore, Monghyr and Dinagepore; in all of those districts I have exercised the full powers of a magistrate. On my return from furlough, in 1847, I was appointed joint magistrate and deputy collector of Furreedpore, from there I was appointed joint magistrate and deputy collector of Noakhally; thence I was appointed acting collector of Chittagong, and for some time also acted as magistrate; from thence I was transferred to Arrah, as collector; and from Arrah, I was appointed additional judge of Gya; then I was appointed to act as Civil and Sessions Judge of Shahabad; but owing to severe illness, I was not able to take that appointment, and was obliged to proceed to England on sick leave; whence I returned three and half years ago. Since my return, I have filled the appointment of Civil and Sessions Judge of the 24 Pergunnahs.

3917. In those of the above districts, where indigo was cultivated, had you fair opportunities of becoming acquainted with the system?—In the district of Maldah I was much in the society of indigo planters, amongst whom I number some of my most esteemed friends; I would mention Dr. John Lamb, owner of the Mutrapore concern, Messrs. David Gibson and Peter MacArthur, owners of the Sungatolla and Boglia concerns, and Mr. John Taylor, manager of the Gowalti concern, as gentlemen with whom I was very intimate. My experience at Maldah extended over a period of three years, more or less; during the whole course of my residence in that district, I cannot call to mind the occurrence of a single act of indigo oppression. Taking the districts in geographical order, I proceed next to the adjoining district of Bhaugulpore: I would mention Mr. Charles Barnes and Mr. David Owen, proprietors of the two Colgong concerns; Mr. Lonsdale, on the other side of the Ganges, either manager or owner of an extensive concern; and I regret at this time, after the lapse of so many years, that I cannot specify the names of the different planters; but when I left that district in 1845, as magistrate, I do not recollect that I had under my official cognizance, a single instance of what I should call indigo oppression. Mr. John Oman, who bought the Lower Colgong concern, had his occasional differences with his immediate neighbour, Mr. Barnes, but these were cases such as might occur between rival traders in any part of the world. Carrying on my experience geographically, I come to the next district, Monghyr: my experience as a magistrate, and also as an assistant in that district, is precisely of the same character. Then I would mention the district of Shahabad, where I did not exercise any magisterial authority; a position better calculated for ascertaining whether any oppression actually existed, because for four months in every year, I used to be encamped in all parts of it; I was intimately acquainted with the people of that district, as in the course of my duties I used to ride through the country to visit the different Government estates in Arrah, in order to check the assessments; and frequently, during the heat of the day, I have put up under a *peepul* tree, and the ryots and villagers have sat down talking to me, and telling me all their little grievances, whatever they might be. In that district I am perfectly satisfied that no such thing as indigo oppression exists. Then I would take the district of Gya, in which I was additional judge on the civil side only. I can also state, that no indigo oppression exists in that district. In the district of Dinagepore, I think there were only one or two factories that I was acquainted with, and I can state that there was no indigo oppression in that district. On my return from furlough in 1847, as before stated, I was appointed to Furreedpore; on joining that district I found it as nearly in a state of insurrection as it was well possible to be. Shortly before, about the end of 1846, Mr. Dunlop's factory, at Cossimpore, had been attacked and burnt down, his *gomashta*, called Prasad Kanai Lal, was carried off by the ryots, and up to the time of the disposal of the case at the sessions, no information as to what had become of him had been received; and in a word, that district was as thoroughly disorganized as it was possible for a Bengal district to be. I found, for the first time in all my Indian experience, the hand of the planter systematically lifted up against the life and property of the ryot; a system that appeared to me neither to recognize the existence of a magistrate on earth, nor a God in heaven. I found a total absence of ordinary justice. I believe, as far as I can judge from the records of the case, the outrage on Mr. Dunlop's factory originated in the total denial of ordinary justice. My meaning will be clear if I refer the Commission to page 47, of the authorised report of the trial of Doodoo Meah and his followers, in 1847. In Doodoo Meah's defence, after referring to a series of false actions instituted against him by Mr. Dunlop, and which had been dismissed, he refers to an attack made by Mr. Dunlop, his *gomashta*, and certain baboos, accompanied by a force of 700 or 800 men, armed with guns and other weapons, upon the actual residence of Doodoo Meah himself; in *Bhadro* his house was broken into, four of his servants murdered, others severely wounded, and his house and property to the amount of 12 lacs of rupees were plundered; the

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the bodies of the slain removed, and the darogah sent in the wounded persons as part of an unlawful assemblage; they were forwarded to the magistrate, and one of them, named Amiruddin, died in hospital; the magistrate did not investigate this; but not to be too lengthy, it would appear that terms of compromise were discussed, to which the magistrate was more or less a party; and Doodoo Meah seeing no means of coping with the said gentleman, Mr. Dunlop and the baboos consented to a compromise. Doodoo Meah said in his defence, that the magistrate recorded a proceeding, and got him to sign it; he then sent an English letter and a *parwanna* to the said gentlemen and the baboos: "They have ruined me of wealth, life, talooks, lands and houses, and have made me an outcast from my country." To these proceedings I attribute the retaliation upon Mr. Dunlop's factory in the December following. There is one more point which I would prominently notice. The magistrate himself went to the mofussil, dined with Mr. Dunlop in his tent, and, after some consultation, and after taking the deposition of some of his creatures, and without judging the case, committed Doodoo Meah: this was Doodoo Meah's story. I need not trouble the Commission any further with this.

3918. Can you state what was the result of Doodoo Meah's committal?—Doodoo Meah was convicted by the sessions judge, and on appeal to the sudder court he was acquitted. The grounds of his acquittal are recorded in Appendix; these were, that a note purporting to have been written by Mr. Dunlop's mooktyar, warning him of the intended attack, was not sent to the magistrate until the 20th of January, or one month and fifteen days after the attack on the factory, and Mr. Dunlop's note of the 5th December was not filed till the 20th of July. The Court thought that parties possessed of such clear evidence would have filed it at the time. And as to the letters which were put in for the prosecution, purporting to be written by Doodoo Meah and his friends and adherents from prison, the court naturally distrusted their genuineness, as many of the parties to whom those letters were addressed had been apprehended one month previous to the date of the letters said to be addressed to them. Upon these grounds principally, Doodoo Meah was acquitted, and it may be sufficient to add, that on a general distrust of the evidence, every one was acquitted. [The book, containing the full translation of the trial and the proceedings invested with it, as published by Government, was here submitted by Mr. Latour for inspection.] With reference to what has been stated above, I would wish to bring prominently to notice the system that prevailed, and may or may not prevail still, of European British born magistrates associating with prosecutors, and others having cases in those criminal courts, upon terms of social and familiar intercourse; it appears to my mind to be utterly repugnant to every sense of duty; to be disgraceful to the character of a British judge; it utterly destroys every feeling of confidence in our courts in the minds of the natives, for what native will bring forward his case when he sees, under his own immediate eyesight, such instance of moral corruption in a British magistracy; and well might Doodoo Meah complain of his committal after Mr. Dunlop's dining with the magistrate in his tent, who refused to inquire into the attack on his own house. Such was the disorganized state of Furreedpore, when it was either my misfortune or my good fortune to be sent to that district; I had to solve this problem, whether justice was not better than soldiers. To have continued the previous system would have led to an insurrection in that district which would have probably involved all the factories in the eastern districts in Bengal; and the steps that I took were the simple steps that any magistrate would take, that is, to punish every ruffian, black or white, without exception; and in the discharge of my duty, in the course of one single year, I brought that district into thorough order; at the same time I beg to deprecate any idea that I wish to assume to myself any credit for so doing; I did nothing but my bare duty, and less than my duty I would not do. I have brought with me, to save the Commission needless recapitulation, copies of my proceedings in the various cases in which indigo planters were brought to punishment by me in 1848. In these different cases, a system utterly disgraceful to any one calling himself an European, may be brought to light: cases of kidnapping by Mr. Wise's assistants; a case of kidnapping by Mr. Tissendie, and the conviction and imprisonment of Mr. Pinto, an assistant in the firm of Messrs. Hunter & Co. I first put in my report to Mr. Dampier, Superintendent of Police, No. 246, dated 29th May 1846; the case originated in that revolting practice, if I knew a worse term than revolting, I would use it, of sending in an armed force to plough up and destroy the home cultivation of the ryot, and upon the remonstrance of the ryots, that cowardly ruffianism that spears the ryots down on the spot, and then plunders the village. Then, with the Court's permission, I shall refer to the evidence of Mr. Tissendie: that gentleman says, that he was fined 500 rupees, by the sessions judge, as accessory after the fact. That gentleman states, that I became prejudiced against the proprietors of the concern, Messrs. Hunter & Co.; the only Hunter & Co. that I knew, were my friends in Dhurrumtolla; that I declared that I would put down the oppression of that firm. Then, that "on his arrival, Mr. Latour received complaints against Mr. John Driver, for cutting down trees and making roads through a village; he tried the case, but could not make anything of it, as Mr. Driver held a *perwanna* from the former magistrate to make the road; complaints have been made to myself as magistrate in the usual court, that Mr. Driver was trespassing on their grounds and cutting down their trees. Mr. Driver, I presume, justified his proceedings by producing a *perwanna* from a magistrate to do so. I may have considered Mr. Driver justified, but I never considered the magistrate excused. What could be the feeling of a retired citizen at Brompton, finding the owner of a gas factory, wanting to make a short cut to his factory sending in 200 or 300 sappers, who begin to smash his conservatories, cut down his apple-trees, destroy his fences and injure his crops, and to hear in justification that a magistrate had told him he might do so. Comparing little things with great, that was exactly what Mr. Driver was doing, and that proceeding was very much opposed to my notions of the rights of property. Then next Mr. Tissendie refers to my summoning in factory agents. Whenever any particular crime is to be committed which would involve indigo gentlemen or zemindars in the discredit of a criminal prosecution, my experience as a magistrate teaches me, that be it zemindar or be it planter, European or native, a *carte blanche* is given to the *naib* or the *gomashta;* consequently there is a necessity, when these

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E. De-Latour, Esq.

31 July 1860.

these acts come before a magistrate, for summoning these parties. Mr. Tissendie states that when the ryots objected to sow these 35 beegahs in a village called Gungarampore, they did sow, because they had found out, that the magistrate was against the concern, and that they might make out any complaints against the concern upon plain paper." This is not so. The attack upon the village of Gungarampore was to the best of my recollection the first outrage of the kind. I am obliged to Mr. Tissendie for admitting that his assistant went there with the ploughs without his authority. I will not trouble the Commission with it, but hand for inspection of the Commission the entire evidence taken in my own handwriting. Although that evidence was to my mind most conclusive, still I feel that I am much indebted to Mr. Tissendie for admitting the fact of the presence of his assistant, a fact which Mr. Pinto, his assistant, most emphatically denied. In that case Mr. Pinto was sentenced by me to six months' imprisonment in the Furreedpore Gaol, for getting together an illegal assemblage of armed men; my orders were appealed against; my orders were affirmed on appeal by the sessions judge. A further appeal was preferred to the Nizamut Adawlut; my order was affirmed by the Nizamut Adawlut. The advantage I derived from drawing up proceeding in English, I subsequently learnt from Mr. Pinto himself; he told me that I had cost him 500 rupees; I told him I was perfectly ignorant of having done so, and begged him to explain: he told me that he had sent to the sheristadar of the sessions judge a Bank of Bengal note for 500 rupees, in consideration of which, when the case came on, he was to read the evidence falsely. But Mr. Swetenham being totally ignorant of the Bengali language paid no attention whatever to the vernacular, and disposed of the case with reference to the proceedings that were in English. Then I would refer to Mr. Tissendie's committal. (Committal filed, No. 349.) The history of that case was a report made by the darogah that the other man who had been wounded in that attack on the village of Gungarampore, had been carried off by Mr. Tissendie's people. Upon that I addressed an official letter to Mr. Tissendie, which I now beg to put in, No. 206, telling him (filed) that if those men died in his custody I would bring him to trial for murder, because at that particular time they required the best medical attendance which was only procurable at the civil station. Shortly afterwards these men were in communication with my nazir, being released by Mr. Tissendie. I proceed now to file letter No. 351, which is my report into the inquiry of kidnapping. Briefly, I took these three men with me, as soon as the state of the river and a good easterly breeze would enable my guard boat to run up into the Pubna district. The report of that inquiry is embodied in letter No. 294. I proceeded to the factory of Soojunpore, in the district of Pubna; Mr. Sheriff was the assistant there; I told him the object of my visit, and advised him to accompany me, and told him to be satisfied that he had the utmost extent of fair play. Accordingly we started, preceding the three wounded men, who proceeded in a direction to a building not under immediate observation at all, which, when unlocked, was shown to be the factory godown or dyeing house; this in itself was not very material, for at some time or other they might have had knowledge of this fact, being indigo ryots. This was 25 miles from the village where they had been attacked. Then we crossed a small stream, went through some indigo cultivation, and came to some heavy bamboo *topes*, and the man brought us all at once to a *pucka* house of the dewan, one Chuckerbutty, whom I brought with me from Furreedpore. I had been much puzzled at an expression used by some of the kidnapped people, that they were confined in an upper room with a well in it. The dewan objected to our going in, and said that it was the zenanah, but subsequently he waived that objection; we entered the room and found exactly what corresponded with the statement of the kidnapped parties. Similarly, at every stage and in company with Mr. Tissendie, I contrasted their evidence with the premises, and Mr. Tissendie was in due course committed to the sessions court, and was fined 500 rupees. The next case will show how some planters endeavour to make false criminal charges a means of obtaining leases. In this case Mr. Croply was the person principally concerned. It turned out that the active parties in getting up the false charge were the factory servants; Mr. Croply then being ill. The worst feature in that case is, I consider, Mr. Croply's willingness to relinquish the prosecution, provided the party gave him a lease for indigo land (No. 93). I beg now to put in the sentence of my court of the 19th August 1848 upon Mr. A. Forde, an assistant of Mr. Wise at Dacca, for kidnapping Kisto Chunder Chowdari. He was sentenced to pay a fine of 500 rupees, and in the event of the fine not being realized, he was sentenced to imprisonment in the Furreedpore Gaol for a period of one month; I also submit my report to Mr. Dampier in the proceedings on that case. As also in the case of Mr. Wise in the same matter, with a like sentence. I also put in letter No. 327, to show the *lattial* practice, and that I could not send a witness from my court, without his being intercepted by Mr. Forde. There is one thing more I wish to state, that considerable odium has been thrown on the missionaries for saying that "not a chest of indigo reached England without being stained with human blood." That has been stated to be an anecdote. That expression is mine, and I adopt it in the fullest and broadest sense of its meaning, as the result of my experience as magistrate in the Furreedpore district. Speaking of that experience in England four years ago, I stated that the result of my experience as a magistrate in Furreedpore led to that conclusion. I have seen several ryots sent into me as a magistrate, who have been speared through the body. I have had ryots before me who have been shot down by Mr. Forde. I have put on record to-day how others have been first speared and then kidnapped; and such a system of carrying on indigo I consider to be a system of bloodshed. I hold now depositions in my hands independently of those already filed, which will show how Mr. A. Forde accompanied by a fleet of 50 or 60 boats attacked the village of Chargoal; how several men were shot down at the time; how Mr. Forde was himself one of the party who did it; how the men were stowed away into the deck of the boats, removed to the factory, had such shots picked out of them, as could be picked out; how the men were removed to places of imprisonment in the Dacca district, and kept in confinement until the man prosecuting the case was compelled to give in a *razinamah*. That case not having been disposed of, as the case which I have already put in, I do not wish to trouble this Commission with this. The original papers can be got from the Manickgunge Court.

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Court. I only want to justify the expression of bloodshed. Then another expression made use of by me was about human misery. Those papers already put in will show many of the facts that this Commission must be thoroughly satiated with. The whole principle of the Indigo Law VI. of 1823, was that there should be two things, first there should be a contract in writing; second, that the contract should refer to a piece of ground with defined boundaries. I charge upon the indigo planters as far as my experience in the Furreedpore district goes, that they have grossly violated the essentials of the law. If that be thought too strong an expression, I would say that they have purposely neglected it. The people in Furreedpore during my investigation took me into their villages, showed me their houses with the indigo plant growing up to their very doors. They complained that it was almost impossible that their cows could leave the sheds without getting into the indigo. No ryot would willingly give up his homestead land for indigo cultivation; to obviate that difficulty, the planter dispensed with any written agreement. The Commission has been told by planters' witnesses of ryots' signatures being taken to a blank stamp paper; first, that enables the dishonest planter, who is a disgrace to the brotherhood of planters, to seize upon any land of the ryots that he chooses; second, it enables the factory to fill up a bond of the year 1850, which any factory *gomashta* could put in in a suit and prove by hired witnesses; therefore, the ryot who signs a blank stamp is in every sense the merest slave of the factory. Such a system I consider something worse than dishonest. It lies at the root of all the dissatisfaction of the ryot.

3919. But as a judicial officer, have you ever had occasion to think that suits or bonds had been got up in this way?—My answer referred to the power of the factory to provide a bond, to the coercive force which that knowledge must carry; judging from the presumption of conduct, the man who would plough up the ryots' crop, would stick at nothing whatever. Such bonds have not come under my judicial notice.

3920. Then, you do not think it possible that determined men might commit acts of open illegality or violence, and that the same men might yet shrink from proceedings tainted with forgery and fraud?—I draw a vast distinction between a case where parties equally matched in strength and other resources, have a fair stand up fight. Victor or vanquished, I might possibly feel proud to shake hands with both parties. The attack upon a poor man's cultivation is a sneaking un-English proceeding. The person who could do that act, might not hesitate in filling up a bond. And I would wish to state, that these things if now done, they are done under the *carte blanche* given to the factory *gomashta* who becomes the agent in carrying it out.

3921. Mr. *Fergusson.*] Do you think that a man who would fill up a blank stamp paper intended for a *kabuliyat*, would hesitate to forge the whole of the bond, and as you never knew such a case, do you think it fair to suggest that such a thing is done by planters?—As before remarked, every suspicion must attach upon a concern that takes the ryots' signature to a blank stamp. Speaking in the mind of a ryot, I can only say, that I should be sorry to be a ryot in any such concern. No honest purpose can be gained by such a practice. The practice is self-suggestive of unfair dealing, and it commonly arises in one or two things stated above, either to give the planter power to take any land he likes, or to keep the ryot in constant fear; and be it with the one object or other, I consider them both mischievous. As to my suggesting that planters can be capable of such conduct, I say simply that what is possible may happen. Why do not these planter gentlemen render it open and fair, by taking written agreements?

3922. Do you not think that the cunning, fraud and perjury of the Bengal ryots is often more than a match for the asserted violence of the planter, and conducive to it?—I think that the character of the ryot not improperly described in the question addressed to me, is mainly owing to oppressions, not of to-day or yesterday, but as long as there have been ryots. Whether such idiosyncrasies can compete with or match any active oppression, may or may not be the case. I know that oppression is never necessary, that sooner or later it carries with it its own reward. Good masters make good servants; good planters, good ryots. As for instance, why has Mr. Bell of Muddundery, in the district of Jessore, carried out the whole of his cultivation without the slightest difficulty? I have reason to believe that Mr. Bell has done the first, working a factory under every disadvantage. The terms upon which such factories can be worked are known, I believe, to the Commission. Variously stated, I have been told that the charges for interest, brokerage, &c. range from 21 per cent. upwards. Bearing in mind the season, the margin of profit, if any, that can survive to the planter working under such a system in connexion with the great rise of rice and other products, is such that no legislation can possibly succeed in keeping such factories going. It is not the presence of the capitalist that I, as a civilian, object to, but to the absence of the capitalist in all such factories, and the day which substitutes the real capitalist for the speculative owner, will be one of the greatest advantage to British India. The factory stands mortgaged as security. The produce of the current season is mortgaged over to the Calcutta firm, and the debt in the books of the Calcutta firm, is what the ryot is into the books of the factory; with this distinction that the one gets an account and the other does not. I am of opinion that with reference to the immense increase in the value of any other kind of produce, no system of legislature compatible with common equity, can maintain such factories, the resources of the planter being altogether circumscribed, and that the moment such factories are closed, and in their stead the *bonâ fide* capital substituted, will be a day of great advantage to India. My remark only refers to factories bought on borrowed capital.

3923. But do you not know that the real capitalist will look for, or obtain the same return from his money as is current in the country, which is what the borrower has to pay, less a certain sum for insurance on the part of the lender?—Whether the capitalist will be satisfied with an interest less than the current interest of the country, I know not. But I think that the capitalist would find a very large profit on that sum, which is now paid by the speculating planter to his mortgage. It is not only the interest that we have to deal with, but it is the incidental charges of commission, brokerage and so forth, that swell the expenses in the year's total. I feel satisfied that the real owner, working his factory with his own capital, would be able to deal very liberally

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E. De-Latour, Esq.

31 July 1860.

liberally with his ryots, and make a large fortune in the course of a few years.

3924. Are you not aware, as I state it to be the fact, that Mr. Bell is a capitalist having purchased, and now working the concern with his own money, and is not the result different to what you state?—I am not aware of the terms upon which Mr. Bell holds his factory. Looking at a letter from that gentleman where he alludes to paying interest upon block, I should have not supposed him to have been the actual owner. I can understand that a series of unfortunate seasons might bring down an independent owner to a state of debt and difficulty; but so soon as that state is aimed at, I am of opinion that under the present circumstances of the planter the factory cannot be carried on under any system of fostering legislation.

3925. Will you please to state how long you were in the Furreedpore district, and how long had you been qualified for the public service when you took charge of it?—I was at Furreedpore upwards of a year, that is speaking in general terms, in 1848; I entered the service in 1833.

3926. Did I understand you to qualify your statement as to indigo being stained with human blood, by limiting that statement to Furreedpore, or what other districts do you include in it?—I stated at starting that personally I was thoroughly satisfied, that no oppression whatever existed in the districts of Dinagepore, Malda, Bhagulpore, Monghyr, Shahabad and Gya. I might add that I am well aware, that we have nothing of this kind in Patna, Tirhoot and Chuprah. Far be it from me to attribute to the planters of those district that system of outrage which I actually witnessed at Furreedpore, that was something perfectly new to my experience as a magistrate; how far it prevails in the adjacent districts with the exception of the Dacca district, I cannot say. I have placed before the Commission the official results of my experience as a magistrate in the Furreedpore district and in the sub division of Manickgunge attached to Furreedpore. That the system of kidnapping is not limited to those districts can be shown by the records of the magistrates' court of Mymensingh. I allude to the case of kidnapping in which some of Mr. Wise's people were brought to trial in that court, but I conceive it to be the special duty of this high Commission to visit those districts, and ascertain whether the practice obtains elsewhere than in those districts where I have witnessed it myself.

3927. During the time you were at Furreedpore, was not the district in a state of agitation, owing to the spread of the doctrines under Doodoo Meah, and was not he found guilty by the sessions judge, aided by a jury, of turbulent assemblage and committing violence?—Doodoo Meah, as stated before, was convicted at the sessions. Referring to the report of the trial, I find that the trial was held by a jury of three Mahomedans and three Hindoos, who pronounced him guilty. Doodoo Meah was the head of a sect called Ferazees. They particularly resisted the oppressive cesses levied upon them by Hindoo zemindars, such as those on marriages and other occasions; and a great deal of disturbance was caused in consequence, great ill-will arising therefrom. During my own experience in Furreedpore, I never had any trouble with the Ferazees, but that the district was disturbed I have already admitted. I said that it was on the verge of insurrection. I hold in my hand an official record showing that there were 1,213 persons accused of criminal offences who had never been arrested when I took charge of the district. That paper assuredly speaks volumes for the disorganized state of the district. With the permission of the Commission, I beg to hand in an attested copy of the same.

3928. Was not Doodoo Meah considered such a dangerous character, politically, that he was made a state prisoner during the rebellion in 1857?—Doodoo Meah had been again convicted of some offence at the local sessions. He was sent down to the Alipore gaol, but was released on appeal to the Nizamut Adawlut. He was detained as a state prisoner for some time in the Alipore gaol.

3929. How many cases of kidnapping came under your knowledge when you were in Furreedpore besides the one you have mentioned?—In addition to those cases, twelve years after date, I cannot say how many other cases there were of kidnapping; in fact, till I saw my reports, I had even forgotten some of these cases. The system of kidnapping I would state is not limited to the planters of those districts. Wherever there is a native agency entrusted with the management of estates or factories you will have kidnapping. Since I have been in the 24-Pergunnahs I have addressed the Government with the view of passing a special law to the prevention of this so common an offence.

3930. Do you think this offence as common among planters as it is among zemindars?—I consider the offence of kidnapping as common to both planter and zemindar; it is the customary resort of the violent and the oppressive, be he white or be he black. These cases that I have submitted as evidence, will show that where parties have been wounded the common practice is to carry them off and shut them up, until their relations prosecuting the charge agree to withdraw their prosecutions.

3931. In the course of your researches after the documents you have produced to-day, do you not think you would have come across any other cases of kidnapping by Europeans in Furreedpore, had they existed?—I made no search for papers of any kind. When I saw Mr. Tissendie's evidence I merely requested the joint magistrate of Furreedpore to send me certified copies of those particular cases. I wish it to be understood distinctly that I have been searching for evidence nowhere to condemn the planter. Those documents refer to things within my own knowledge. Being a servant of the people of this country, in the employment of Government, it becomes my duty to state, distinctly and assured ly, what I have this day stated.

3932. Do you remember applying to the magistrate of Jessore to know if there were any records of conviction against Mr. Tissendie during the twelve years he had resided in that district, and to his replying in the negative?—I cannot state whether any such application was ever made. It is very probable that such an application was made, as in all commitments to the sessions the records of previous convictions are put in; such an application would be in every sense formal, no matter whether the individual chanced to be a planter or any one else.

3933. In the matter of kidnapping, cannot you understand that there may be such utter want of confidence in the courts, and particularly of the native *amla*, that men liable to be accused are driven to that offence from fear of being unjustly condemned?—I am of opinion that cases of kidnapping

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napping are very frequently got up. But I cannot understand a case of kidnapping, such as those that I have had the honour to put before the Commission, without an intention of giving cover to acts of violence, by keeping the unfortunate individual shut up until the case is compromised. The question of the corruption of the courts is a very large one. That corruption exists I have no doubt, but it cannot always be borne in mind that the courts of the country are quite good enough on the civil side, otherwise they would not resort to them; and I have always thought that in the talk of the corruption of the civil courts, the argument is paraded just in the same sense and spirit as Mr. William Sykes would take objection to the police courts in London and the Old Bailey.

3934. One half of the concern in Mr. Tissendie's management is in Pubna; is it not the case that during the time you were in Furreedpore there were no complaints against Mr. Tissendie in Pubna; and after you left there were no complaints there or in Furreedpore, and was not the district quite quiet after you left?—Whether there were or were not complaints against Mr. Tissendie in Pubna, I cannot possibly say; whether, after I left Furreedpore, there were any complaints brought against Mr. Tissendie I am wholly unable to say; whether the district of Furreedpore was or was not quiet I cannot say, but I should regret to learn that my labour had been utterly thrown away.

3935. *President.*] You are probably familiar with the working of the new Civil Code, are you of opinion that it has much shortened the delay in law suits?—The practical working of this code is a good deal neutralized by the procedure, sections CLV. to CLIX., as to the service of summons; it would be desirable, instead of the process as it stands, in all cases where a summons cannot be served upon a party or a male relation, that the summons should be appended to the dwelling house as the proclamation, thereby rendering a separate proceeding and taking of evidence unnecessary. And the Court at any time, upon the affidavit of the party, should be at liberty to issue a summons for the arrest of any absconding witness; with these alterations the code would work more effectively. Provision should be made for a restraint upon unnecessary evidence. In every case there is one party anxious to expedite and another to retard the decision of the case. In the 24-Pergunnahs, parties have taken advantage of the alteration of the stamp law. Formerly, upon any issue of summons, a separate application upon stamp paper was put in. I hold in my hands a return of seven cases under the new law. In those seven cases there were 1,600 witnesses; in one case alone there were 835. The examination of those 835 witnesses, with fair diligence, would occupy the time of the Court for three months; that case I believe to refer entirely to the genuineness of a deed of gift. In any such case the evidence of a very few witnesses would suffice; I beg to put in the return. It was prepared in my own office, and is authenticated by me; until this state of affairs is altered, of course the operation of this law will be materially prejudiced. To obviate this state of things I brought the matter to the notice of Government, and if resort cannot be had to the re-imposing of the stamp duty, the Court should have the power, which is inherent in every court, of rejecting superfluous evidence.

3936. Taking a case either on a bond or contract, or for damages of any kind within the cognizance of a moonsiff, what period do you think would be sufficient to get it through the court in the first instance?—I think that all cases of simple contract, bonds, and generally any case not requiring local inquiry, or affecting right, or real property, may be disposed of with reference to the state of the files, in two months; with a clear file, when a moonsiff can take up a case *de die* and *in diem*, that period might largely be reduced; the essential benefit of Act VIII. will be the discontinuance to some extent of false action.

E. De-Latour, Esq.

31 July 1860.

3937. Can you mention any such cases of moonsiffs with clear files ready to take up case after case?—In the 24-Pergunnahs I should say there are no clear files. I have been under the necessity of applying for an additional moonsiff at the Sudder station. In the course of, possibly, another year or two, the files will probably be clear, and when those alterations noted above become law, that Act may be worked almost like a Small Cause Court with respect to above class of cases.

3938. Supposing a case of the kind to be won in the Moonsiffs' Court in two months, what time would it require to get through the appeal as a matter of right, that is, before a Judge, a Principal Sudder Ameen, not too much overburdened with work?—The present code obstructs the disposal of appeals in this way. The Appellate Court is obliged to give notice to the respondent in every case. Formerly, I used to go through every case in appeal, and only served notice upon the respondent when their cause was shown for disturbing the judgment of the lower court. In such cases only need notice to be served at all. The dispatch of business was greatly facilitated, and the respondent was saved the expense of increasing harassment and trouble in supplying a vakil. I consider that the present law of appeal will rather hinder than facilitate the dispatch, and there are some orders which, under this code, may be appealed against. As, for instance, under the XXXVI. section, where an appeal lies from an order requesting a plaint either as being defective in its particulars, or the subject-matter being beyond the jurisdiction, or by reason of insufficient valuation. Not to take up an appeal in such matters without the Court issuing notice to the respondent seems quite uncalled for; the Appellate Court should only issue notice to the respondent upon cause shown for disturbing the judgment of the lower court in matters respecting its merits. The delay in disposing of appeals under the present code as it stands must of course depend upon the state of its files. By the time that the moonsiff will have clear files it is to be hoped that the Appellate Courts will have clear files. With the leisure we hope some day or other to find, we may dispose of such cases almost with the rapidity with which we do criminal cases within the 24-Pergunnahs. At the close of the last criminal year, out of 900 appeals, I think there were only three appeals undisposed of. In the 24-Pergunnahs my experience is this, that we have a great deal too much work thrust upon individuals. We are now, very properly, made deposition writers; *i. e.*, so much time is taken away from the decisions and given to the construction of cases. I have had, myself, in a single case, some 95 sheets of foolscap paper of deposition writing; that, with leisure, I have not the least objection to; one knows exactly what one has to decide about; but I have found a great falling off of the work done by my additional Principal Sudder Ameen, which in one instance, when section CLXXII. was complied with,

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E. De-Latour, Esq.

31 July 1860.

with, was very clearly owing to the time occupied by that court in deposition writing. Then I noticed that Christian, Mahomedan and Hindoo holidays occupied 120 days in the year, leaving a period for work far short of the work we are expected to perform.

3939. Supposing a suit not affecting real property were passed through the Moonsiff's and other Judge's Court, is there anything to prevent a dissatisfied and litigious person from endeavouring to get the suit admitted in special appeal, though the amount appealed against should be only 10 rupees?—I think there is no special appeal upon matters laying in evidence. I have never known a want of ingenuity in the Sudder Court in any case whatever, as to any such endeavour to get a special appeal admitted, and so long as that Court forbears to notice with proper censure any false statement of fact or otherwise, such practice will continue to prevail.

3940. Do you not think that the decision of the Appellate Court, whether that of Civil Judge or Principal Sudder Ameen, might be final in cases not affecting real property up to a certain amount, say 300 rupees, unless the presiding judge thought it fit to recommend the admission of a special appeal from any peculiarity or novelty in the case itself?—My opinion is, that in all such cases where the Appellate Court concurred with the lower court, judgment should be final and conclusive. There may be exceptions to that rule, but in all such cases I think the decision of the Appellate Court should be final. In no case in this country am I of opinion that it should be within the discretion of an Appellate Court to concede or refuse permission to appeal. In any novel and peculiar case it might be open to the Appellate Court to record a certificate conceding a special appeal on those particular points. This is a subject upon which I would not like to express my final views. There is a great deal in the subject, and on mature consideration I might become a convert to the conclusiveness of the judgment of the lower Appellate Court in all such cases within a specified pecuniary limitation.

3941. Mr. *Sale.*] What is your opinion of the working of Act X. of 1859?—The operation of Act X. will in every respect be advantageous to the people. It may be worked to their great prejudice. It should have been entrusted exclusively to experienced judicial officers, and not as is too often the case to inexperienced and very young assistants. Cases for rent are nine times in ten merely tentative actions. At the bottom there lurks either some question of enhancement, or some question of property and gaining decrees are looked to, as the future documentary evidence upon which actions will be subsequently brought.

3942. Is it your opinion that section XI. of that Act will work prejudicially to the interest of zemindars?—I am of opinion that section XI. can work no prejudice to the zemindar. It would be convenient if zemindars who maintain the contrary, would kindly detail to the Commission the practice of compulsion observed by them heretofore, but as no ryot refuses to pay his just rent, I am of opinion that on a simple summons he would attend the zemindary cutchery to pay his rents.

[Commission adjourned at 5. 15 P. M.

Friday, 3d August 1860.

PRESENT:

W. S. SETON-KARR, Esq., C. S., President.

Members:—R. Temple, Esq., C. S.; W. F. Ferguson, Esq.; Reverend J. Sale; Baboo Chunder Mohun Chatterjee.

ALEXANDER FORBES, Esq., Editor of the "Hurkaru," called in; and Examined on oath.

A. Forbes, Esq.

3 August 1860.

3943. *President.*] WILL you please state to the Commission the districts and concerns in which you have had experience?—I first went to Comercolly, about the year 1844, to Baboo Dwarkanath Tagore's estates, where I continued two or three years, both as assistant and in charge of factories. I afterwards had the zemindary management of Shazadpore, in the district of Pubna, and continued there some time after the Baboo's death. I then left the Baboo's employment, and was employed for a short time by Khwaja Ali Mea, in the zemindary management of his estates of Pergunnah Hattia, in the district of Mymensing. From thence I went to Dacca, where I took charge of Dr. Lamb's factories and zemindaries, in the districts of Dacca, Tipperah, Furreedpore and Noacolly. My mofussil residence terminated in November 1858, but I still have the management of Dr. Lamb's affairs. I wish my reply to this Commission Circular, No. 29, to be filed as evidence.

3944. We perceive from that reply that all Dr. Lamb's cultivation is *nij*, spread over a considerable tract of country; but you also have had experience in *ryotti*, have you not?—Yes, in Comercolly.

3945. Are you of opinion that in the eastern districts of Bengal there exist facilities for Europeans possessed of capital, to establish a *nij* cultivation on a scale corresponding to, or greater than, that of Dr. Lamb?—Dr. Lamb's cultivation is not a very large one, and it might be practicable to get up a cultivation of, say 5,000 beegahs, which is the extent of his cultivation, but scattered over a considerable tract of country. I do not, however, think that the nature of the land in those districts is such as to give encouragement to such a venture. I say so, because Mr. Dunlop

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lop of the Cossimpore factory found it most profitable to give up all the lands he had on the Kurmnassa and Megna rivers, and Mr. George French, who tried, a few years ago to re-open the Kartikpore concern in the Dacca district, which at one time belonged to Dr. Lamb, found it unprofitable to do so. I myself have closed two factories because they were not profitable. The chief reason is the poverty of the land and the rapid rising of the river. I might also state that indigo plant will give only 15 to 18 seers in a good season there; but in Kishnaghur, not unfrequently, we get nearly a maund, when of course the quality of the indigo is inferior.

3946. Do you coincide in opinion with the planters that the difficulty of obtaining suitable lands and procuring labour, or the expense of keeping up a large establishment of ploughs and bullocks, form the practical obstacles to an extension of *nij* cultivation?—In the Dacca district there is certainly a great want of suitable land, but there is no want of labour. Labour has increased very much in value of late years, for I am now paying five rupees wages, where three years ago I paid three rupees; but I can still very well afford to do this in my indigo cultivation. All my cultivation is *nij*, but I keep no ploughs nor bullocks, as I find no difficulty in hiring in the market as many as I want; therefore, this is no obstacle.

3947. Then we are to understand that Dr. Lamb is working on his own capital, and his cultivation is profitable?—Yes; I might, however, state that 22 years resulted in a slight loss. There are very great facilities of water-carriage, which enable us to bring our plant from long distances, say eight or ten miles.

3948. Mr. *Temple.*] Do you find European superintendence necessary for your *nij* concern?—Dr. Lamb tried for three years to do without European superintendence in this very concern, and the result was, that at the end of that time he offered the factories for sale for 6,000 rupees, and could find no purchaser. I myself have paid him for my half share of the factories 16,000 rupees. I have now an European assistant there.

3949. *President.*] Still the expense of supervision involved in *nij* cultivation would be less than that for *ryotti*, would it not?—No; an assistant could as well superintend 5,000 beegahs of *ryotti* as he could of *nij*.

3950. What was the extent of your *ryotti* cultivation in Pubna, and at that time were you aware of any dislike evinced by the ryots against indigo?—It is so long ago that I cannot precisely state the extent of the *ryotti* cultivation, but it was considerable. As to the dislike of the ryots to indigo cultivation, that depends upon the season of the year. When advances were being given, they eagerly took them. When sowing or weeding was to be done they tried in every way to shrink from doing so, or to do it carelessly. But, as to any general feeling of dislike to indigo sowing in particular, I was never aware of it.

3951. Did you experience any difficulties in *ryotti* cultivation from the police, from the zemindars, or from the authorities, or any other party?—No; the whole of the cultivation was within the Baboo's own estates; there was no such opposition. The police we never allowed to interfere; I once had a little difficulty with Baboo Ramrutton Roy, but on writing to Calcutta it was removed. This was about the lease of a village which had expired. The Baboo demanded *salami* on the renewal of the lease; we refused, and Baboo Dwarkanath Tagore, having so much influence over Baboo Ramrutton Roy, at once brought the matter to a satisfactory conclusion.

3952. Mr. *Temple.*] Had you any difficulties with the magistrate or other authorities in Pubna?—No; as we never allowed the police to interfere, no question arose between us and the magistrate.

3953. *President.*] Are we to understand that this is the case, or that it might usually be the case wherever a planter was in the position of a zemindar?—I consider it to be the first duty of a zemindar, whether planter or otherwise, to keep the police out of his estate, because their oppressions ruin the ryots. As an instance of this, I may mention that I once took the lease of a considerable estate which had been under *khass* management for the three previous years. I took it upon the deputy collector's papers when I went to take possession. I found that several villages had during that time ceased to exist. The cause was a suicide which had taken place. The magistrate sent three darogahs, one after another, to investigate: they had utterly ruined the ryots. The interest of the zemindar induces him to protect the ryot from such oppression. This he does by keeping the police as much as possible out of his estate, by concealing, and assisting his ryots to conceal, crime; and when the darogah does, in spite of all this, visit a zemindary, bribing him judiciously, watching his conduct by means of *mooktyars*, and watching the progress of the case before the magistrate, in order that it may be at once determined, and all oppression on account of it cease. As a general reply to the question, zemindary influence is sufficient to make all cultivation go on smoothly. I want to put in a pamphlet which Dr. Lamb has written, styled "The Experiences of a Landholder and Indigo Planter in Eastern Bengal." To the accuracy of the facts detailed therein, I am ready to testify, having conducted and examined into the cases referred to. My object in filing it is to show that as long as Dr. Lamb was a mere indigo planter he never came into contact with any of the courts either civil or criminal; but since he became a proprietor of land, as an investment, he has suffered so much from the courts, resumptions, &c., that he has within the last few months directed me to dispose of all his property in this country, which I am now doing, at 12 years' purchase.

3954. Do you wish us from this to infer that an European taking his zemindary in aid of indigo, and not with a view to profit, may find it answer its purpose, but that an investment in land, with a view solely to zemindary management and profit, will not answer?—Yes; when I managed Baboo D. Tagore's estate, I let a village to the Hizlabut factory, which collected only 7,000 rupees annually. The factory willingly paid 10,000 for the lease, thus suffering a loss of 3,000 rupees for the sake of indigo.

3955. Mr. *Temple.*] Then you consider that it is not worth the while of an European to hold land in Bengal merely for its own sake, without reference to indigo?—I myself have had many opportunities of making very advantageous purchases of land at times when it was very difficult for me to obtain any other investment for money, but the experience I had gained in managing estates for others completely deterred me from thus investing. There is a Bengali proverb, current in the eastern districts, to the effect that he who

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A. Forbes, Esq.

3 August 1860.

who buys land must be prepared to forge, perjure, and go himself to prison.

3956. Do natives and Europeans both find the same difficulty in acquiring and retaining land, or is the difficulty peculiarly experienced by Europeans?—Yes; exactly the same difficulties. The European, by his superior energy and general education, is rather better off than the natives.

3957. *President.*] Are we, then, to understand that an investment in land is a bad speculation for Europeans, and even a worse one for natives?—Yes; my experience in Pergunnah Hattia, which belonged to a native who would keep no *lattials*, and would allow no *mokaddama khurch* (law expenses), shows that he had lost, at the time I took charge, about one-quarter of his estate, which had only been a few years before partitioned and mapped by Government officers, so that there was not the indefiniteness of boundaries, which might be brought forward by objectors, who might say that he had lost no land which he was entitled to. An unscrupulous neighbour had gained all that he had lost, so that the purchase of land was not a bad speculation for the latter. As an instance how this was done, I was one day informed that the neighbours had forcibly cut 20 *droons* of rice land, which up to that time had notoriously belonged to Khwaja Ali Mulla. On my sending to inquire the reason of this, and pointing out that the land was included in the partition, the reply made was, that the shareholder knew that it was our right, but hoped to gain possession under Act IV. of 1840, by which he might get the land, and that if he lost the case he lost nothing.

3958. How would you account for the fact that when estates are put up for sale for arrears of revenue they are eagerly bid for, and that comparatively few estates are so put up for sale at all, or that whenever zemindary, talookdarry or other rights are put to sale in execution of decrees of court, there is good competition for them, or that in the district of Cuttack, which is not settled in perpetuity, estates sold as in the statement now produced have been purchased within the last five years at a high proportion of the purchase money to the profit?—With regard to the first part of the question, referring to estates put up for arrears of revenue, if the estate is at all productive it is generally deeply mortgaged before it is allowed to go for arrears of revenue. The mortgagers, therefore, bid for it; but, more than this, the possession of a zemindary gives great power to the possessor, and enables him to carry on his other business to a much greater profit. Our experience in the eastern districts is, that all the old landed proprietors are dying out, and their estates are purchased by mahajans, Their children again enter upon the same course of extravagance and debauchery which brought down the old landholder, and in the third generation the estates will again probably change hands. The want of all political or public employment for the rich native is, I am certain, one reason why, having no taste for debauchery, they plunge into the excitements of owning lands and having law-suits. A mahajan also adds greatly to his dignity by becoming a landed proprietor; unscrupulous men never hesitate to buy land. Some of the Dacca bankers and others, who have made their money in commerce, will not even keep a zemindary if thrown into their hands in satisfaction of a mortgage. The purchase of an estate sold for a decree of court is sure to bring in its train a large number of law-suits. With regard to this statement now in my hands, I can only state that Dr. Lamb's estates have been offered by me, for the last three months, to all the greatest landed proprietors in Calcutta; having been so long in his possession there can be no flaw in the titles; and in only one case have I succeeded in obtaining 13 years' purchase of the profits. In this statement, I see estates sold at from 6½ to 57½, and one at 74½ years' profit. None of these estates, however, have a very heavy sudder *jumma*, and it is the case all over the country that very large sums of money will be paid for land in the neighbourhood of the house of a rich man.

3959. Mr. *Temple.*] Then are we to understand that to rich people a landed purchase would yield no substantial profit, after the defrayal of law expenses, in the most comprehensive sense of that term?—In the pamphlet which I have handed in, Dr. Lamb states that his profits, after paying the sudder *jumma* and expense of collections, are about 30,000 rupees; but the amount really remaining to him, after the disbursement of those expenses, is only about 6,000 rupees per annum. These estates were acquired at an expenditure of many lacs of rupees, which, if invested at even English interest, would have given a very much greater return than has ever been received by Dr. Lamb; as a general answer to the question, I would state that my own opinion is, that the purchase of land in this country is a very unprofitable speculation.

3960. Is not Dr. Lamb's a most strange case of misfortune, and do you think that, if all purchasers of landed estates had been as unfortunate as Dr. Lamb appears to have been, so many transfers of land would occur as have occurred and are occurring?—I think Dr. Lamb has spent a great deal more money upon trying to assert his rights than most natives would have done, as they would have been ruined long ago. I believe it is the case, that almost all the old landholders in Bengal have been ruined, and that if there is not a great change soon made in our courts, and in the administration of the law generally, the present race will be ruined also; their land passing into the hands of the present moneylenders, by mortgage and other silent methods, which cannot be tested by the returns of sales in revenue and other courts.

3961. Is not the constant lending of money on landed security and a frequent transfer from one class to another a sign of the marketable value of land?—While money is always obtainable in Calcutta at from three to six and seven per cent. from natives as well as Europeans, no loan on mortgage of landed property was ever made to my knowledge, and I have, as secretary to the bank in Dacca, lent largely upon such security at less than 12 per cent., within a margin upon the value of the estate of at least 50 per cent, estimated as selling at 12 years' purchase of the profit.

3962. Would men like bankers invest their money in landed property unless they got an actual net profit, besides the influence and position which you have described?—Bankers, as long as engaged in their trade, will not invest in land. They lend upon mortgage of land, but with such a margin as ensures their getting rid of it. When a banker wishes to rise in his position, he will pay large sums for influence. And, as I have before said, if he be an unscrupulous man, he will make profit from land.

3963. It has been stated in evidence by planters and

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and zemindars that the price of land has greatly increased of late years. If this be the fact, then land has marketable value?—No; because, if I remember rightly, these *putnis* were all, or most of them, taken at an annual loss, for the purpose of the cultivation of indigo; but there is another reason why the value of land should rise, which is, the fall in the value of money, which cannot now purchase from *Rs.* 1. 3. to *Rs.* 2. 3. of the quantity of produce or labour which it could do five years ago.

3964. In your opinion do the difficulties mentioned in respect to the acquisition and retention of landed property at a profit arise from the character of the people and the constitution of society in the Mofussil, or from the state of the law and the administration of justice, or what?—I have the very highest possible opinion of Bengalis in general, both as merchants and as ryots. I impute the whole of the difficulties of the inhabitants of the Mofussil to the insecurity of life and property under the police, and the impossibility of obtaining justice from the civil courts.

3965. *President.*] How do you reconcile the above opinion as to the insecurity of life and property with the fact that several planters of great knowledge and experience have testified to the absolute security of their own lives and property in the Mofussil, and have stated that the real difficulty was with land tenures?—Although my own life was three times threatened within a month, and the magistrate, when applied to, informed me that he could not protect me, and that I must protect myself, in consequence of which I hired 50 *lattials*, who lived in the house with me for two months, I do not mean to say that the life and property of a European is insecure in the Mofussil. The natives know too well that a great noise would be made were an European injured; but with regard to native life and property there is absolutely no security at all, as I have known many instances where zemindars and others have caused murder to be committed in many cases without its ever being reported; but when it came to the notice of the magistrate they almost invariably escaped. The evidence of the planters, which I have read, states, I believe, that in general they had no experience in civil suits. I have conducted upwards of 100 of those civil suits in every court from the Moonsiffs to the Privy Council, and the above is my experience of the administration of justice in civil cases.

3966. Mr. *Temple.*] Will you state briefly what particular defects in the administration of civil justice caused this difficulty?—The primary cause is, that the fountain, the Sudder Court, is confused and turbid; no principles of law or equity guide its decisions. A precedent laid down by a full bench one year is upset by another full bench three years afterwards, so that there is no guide to our transactions. The Sudder Court also refuses, as in the case of the Rajah of Burdwan, to be guided by the decision of the Privy Council. In the Mofussil, my experience of native principal Sudder Amins is, that they are dishonest, and that the Government throw every obstacle in the way to their dishonesty being exposed, or themselves brought to justice. One reason that I have for making so strong a statement is, that I was engaged for about three years, on the part of Dr. Lamb, in bringing to justice Syed Abbas Ali, principal Sudder Amin of Dacca, who was acquitted by Government servants of the highest rank, but was at last brought to justice, at the expense of about one and a half lac of rupees, by Mr. Sconce, and condemned to dismissal from the service by Mr. Metcalfe; and that so desirous does Government seem to hide these cases that a copy of Mr. Metcalfe's decision, pronounced in open court, has been refused to me by the judge, who referred it to the Sudder Dewanny and the Governor General in Council. With regard to Sudder Amins and Moonsiffs, some of those who have received an English education are very intelligent persons, and I believe do justice in the small cases between ryots, zemindars and mahajans who come before them. But I do not think, and this applies to almost all the judicial officers with the exception of Europeans, that they can stand the pressure of Government in any cases affecting its right course before them. The *amlas* are so very corrupt, and really of so little use now that most of the records are in the language of the judge of the court, that they should be completely removed. They must be highly bribed in every case, or they will prevent the papers and documents of the case and the proper witnesses from coming before the judge. I myself have paid 3,000 rupees to the *amla* of a judge, not with the least hope of influencing his judgment, for he was one perfectly fitted for the appointment he held, but to secure that, a number of very long and very important documents should all be laid before him. With European suitors, this is generally arranged by the *mooktyar*, and something I know sticks to the *mooktyar*.

3967. *President.*] Before how many principal Sudder Amins and in how many districts have you had to conduct cases?—In three districts, and before more than half a dozen principal Sudder Amins.

3968. Besides the case mentioned by you, have you ever proved, or attempted to prove, dishonesty in the case of any such officer?—The expense and trouble which I experienced on the one case was a good lesson to me, rather to submit to any injustice and loss than to attempt to bring the offender to justice.

3969. Mr. *Temple.*] Is there anything in the civil procedure as now established which impedes the course of justice?—There was great delay under the former procedure. As regards the new procedure I have had no practical experience.

3970. Then to improve the administration of justice, especially as regards the interests of European residents, is there any specific reform that you could recommend?—I would first advocate the introduction of English into the courts, on the ground that it is more necessary that the judge should understand the case than that the suitors should understand the proceedings; secondly, I would recommend that all our judges should have a legal training, and should have themselves practised as pleaders; as I am sure that no one who has not prepared and conducted a case can properly decide one. In place of the existing Sudder, I would have a court of experienced lawyers, assisted by an educated bar, something like the Supreme Court. Their decisions would be a secure and steady guide to those of the Lower Court, and would remove that uncertainty of the law which creates such misery in a state. Of course the bar in the Mofussil would require to consist of men, natives or others, having an English education, and this would have the effect of sweeping away those curses of the Mofussil Courts, the present illiterate and conscientiousless Vakeels. As regards the native principal Sudder Amins, I would recommend that they be replaced

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A. Forbes, Esq.

3 August 1860.

as soon as possible by men having an English and legal education, and that the principle of raising them from the bar should be introduced, which will have the effect of inducing a higher class of men to enter the profession.

3971. *President.*] How would you propose, if the proceedings were in English, that the judge and bar should get at the pith of the huge mass of documents which are usually filed in a case affecting landed property, as for instance old decrees in Persian and Bengali, proceedings from various courts and collectorates, and divers zemindary papers, all such being in the vernacular?—The progress of substitution of the English language must, of course, be gradual, and a great many of those papers would, before it is fully introduced, become obsolete. There are at present translators attached to the civil courts, and in cases of appeal to the Privy Council at present, all those documents are translated. But I see no greater difficulty in substituting English for Bengali than occurred 20 years ago, when Bengali was substituted for Persian.

3972. Mr. *Temple.*] Under the English system, as recommended by you, would not the translator acquire much of the power which now appertains to the *amla*; for instance, when you pay 3,000 rupees to the *amla*, in order that they may lay before the judge the language which the judge understood, how much would you have to pay to the translator in order that he might put a correct translation before the judge?—It must be remembered that the Vakils will understand English, and have the opportunity of testing the correctness of the translator, and bringing any incorrectness before the judge. My object in making English the language of the court is that the judge may be able to read and judge of the importance of each document himself. I wish to state in the least offensive manner possible, that there are many judges who do not understand the language of the pleadings before them, or of their own court. One case of this sort was mentioned by Mr. Latour in his evidence, viz., that of Mr. Swetenham, who, having all his life been in provinces where Hindustani was spoken, was suddenly made judge of a Bengali district.

3973. Do you think that perjury, forgery and the like are less frequent and glaring in courts where English is used, than in courts where the vernacular is used?—I have no experience of courts where English is used, but I know this, that no respectable man in the Mofussil will ever enter a court, and the reason commonly given for this is, that they might be suspected of in person practising the arts which are there common.

3974. If the reforms which you recommended be carried out, would the settlement of European residents in the interior be augmented?—Anything that would make justice more certain would not only increase the flow of European capital towards the Mofussil, but would drive out from Calcutta native capitalists and gentlemen who dare not now live in the Mofussil for fear of being *be-hoormutted* (dishonoured) by false cases got up by the police and the like.

3975. Mr. *Fergusson.*] You have lived in districts where there are no factories, as well as where there are; it has been stated to us, that in the latter there are more outrages than the former; what is your experience?—In Pergunnah Hattia, where there were no factories, no Europeans, and which was 70 miles distant from a magistrate, four zemindars lived within a few miles from the *cutchery*. I myself kept 50 *lattials* day and night, and they kept from 100 to 300 each. The whole of the rice crops were cut by means of those *lattials*. A scene occurred close to my *cutchery*, which will give an idea of the general insecurity. A female zemindar demanded 3,000 rupees *mathut* from a village: the *bunnia* refused; she pretended to forgive them, and asked all their wives to a *nautch*: the men also were asked. On a signal the curtain drew up, and showed every woman with an up-country *burkundaze* standing beside her, and their husbands were informed that if the 3,000 rupees were not paid within an hour, their wives would be dishonoured. The money was paid. In that district the magistrate plainly told me that he would not protect me, I must protect myself. I was within 100 yards of the house where this took place, and heard it at the time.

3976. Do you consider that the ryot is better off in an indigo district, or in a rice growing district?—In this Pergunna Hattia, which was purely a rice growing district, I never knew such poor ryots; they had scarcely enough for one meal a day, and the rents collected from the large extent of country showed how poor the population was from having to depend upon one kind of crop alone.

3977. Have you had any experience of a district where the cultivation of indigo had ceased, and what was the effect upon the ryot?—I saw the Batiacole concern in Pubna closed. The zemindars and ryots had been very much opposed to the last proprietors, but within two years they used to beg Europeans to re-open on account of the great want of money. They said they had quantities of rice, but rice was not clothes. Those factories of Mr. Dunlop's which he closed in the Dacca district before we entered, the ryots have often begged of me to re-open them, as the price of all their produce had much fallen.

3978. Is it within your experience that the mahajans exercise a supervision over the rice crop, for which they have advanced, and in what way?—The mahajan is a money lender, and of course anxiously cares that the value of the security for the repayment of his money shall not deteriorate. The ryot's crop is the security upon which he lends the money, and he daily watches it, and compels the ryots to cultivate it and weed it, by the simple process of stopping these supplies. If he will not attend to the proper cultivation of his crops he shall not eat. I have seen this personally, and know it to be the common custom of this country.

3979. Did you know Mr. A. A. Dunlop of the Cossimpore concern, and can you speak of his character, and that of Doodoo Meah?—I was well acquainted and did business with both. Mr. Dunlop had several *ijaras* from me, and I can therefore speak of his conduct to the ryots. He was, among all the planters I have known, one of the kindest and most just men I knew, and I scarcely ever heard a complaint from a ryot against him. He was also a most honourable man and a gentleman. Doodoo Meah is the son of a *faquir* who obtained great influence among the ryots by successfully opposing some oppressing zemindars, and at length became head of the large class of the Ferazees, numbering about 3,000,000 of men. When at the height of his power he was one of the most oppressive persons imaginable. He inflicted the punishment of death upon those of his followers who displeased him, by beating them with enormous shoes, until his tyranny became

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became too great, and the sect separated into several divisions. That religion had nothing to do with his influence is evident from the fact that one of these sects is now led by a Hindoo. No zemindar could stand before him. Mr. Dunlop was the first man who opposed him; the consequence was an attack upon Mr. Dunlop's factory, and the murder of his *gomashta*. For this offence Doodoo Meah was tried at Furreedpore. On that occasion there were 3,000 boats filled with his followers at the ghaut, and so great apprehension of danger, that the regiment at Dacca with artillery were ordered to hold themselves in readiness to march. Every one who knew the facts of the case concurred in the justice of his conviction. It was commonly reported that his acquittal was the result of fear on the part of the Government.

3980. Baboo *Chunder Mohun Chatterjee*.] In what year was this, and in what district were you at the time?—I was on a visit to Dacca; I don't remember the year in which it took place.

3981. Mr. *Fergusson*.] Can you state the condition of the Furreedpore district at the time that Mr. Latour had charge of it, and afterwards?—The district was in as bad a condition as may be well supposed, from its having had for 10 years before a succession of some of the worst magistrates in Bengal, who permitted the lawlessness of Doodoo Meah to come to a head. Mr. Latour made things much worse by indiscriminately attacking all Europeans. There was universal rejoicing when he left the district. The district has since been very quiet, having lately had good magistrates.

3982. Baboo *Chunder Mohun Chatterjee*.] Was the rejoicing amongst the planters, or was it among any other class?—It was I believe universal, and in the part of none more than the *amla*.

3983. *President*.] Are you aware that Mr. Latour's name is mentioned by the peasantry of Noakholly with regard?—I am not aware of it, but I know that he nearly ruined Mr. Courjon, against whom he took petitions on plain paper. Mr. Courjon had nothing to do with indigo; he is a zemindar.

3984. Mr. *Temple*.] Can you speak with confidence as to what was the public opinion of the native zemindars, ryots and others, with respect to Mr. Latour's administration?—I cannot speak much about that. I have never heard him praised.

3985. Was not there a considerable improvement in the criminal administration in the Furreedpore district during Mr. Latour's incumbency?—I do not think so.

3986. Baboo *C. M. Chatterjee*.] In your Mofussil experience did you ever observe any lawlessness in planters and other Europeans' conduct in Furreedpore and the neighbouring districts?—It depends upon what you call lawlessness. My keeping 50 *lattials* was lawless. My beating a *takidgir* for disobeying orders is lawless. In that way I myself and other planters have been guilty of lawlessness. We have also sometimes taken the law into our own hands; but if you mean, have I seen lawlessness practised for a bad end, I must say that I have seen very little of it, on the part of either European or native zemindars or planters. In my management of the estates of Baboo Dwarkanath Tagore, I was guilty of great lawlessness in taking possession of a village which had been decreed to him by the Supreme Court, and which the mofussil courts refused to give me any assistance in taking possession of. It is also a well known fact that it is useless to ask the civil courts to give you possession of property they decree to you, unless you send a guard of *lattials* with the Amin who goes out, when it may be necessary, even in the execution of a decree of civil courts, to turn out by force the old possessors; but I don't call that lawlessness.

3987. Will you state whether, in all your experience, you have known of any cases of kidnapping, burning and plundering of houses, &c. by planters and others?—I have heard of cases of kidnapping, but have had no personal experience in such things; but I beg here to state that there is no form of accusation that can be more easily brought against a mofussil resident than that of *goom* or kidnapping, and none which gives him more trouble. His enemy pays one of his own servants to keep out of the way, and until he is produced, the other party is subjected to incessant annoyance on the part of the magistrate and the police. It is therefore a very favourite accusation. With regard to burning and plundering houses, I have no experience whatever.

3988. Mr. *Temple*.] Within your knowledge and experience are ryots ever confined in godowns?—I once shut up a ryot for a night myself. I found a ryot confined in my godown once, and discovered that he was a debtor of my *burkundazes*, who had shut him up to recover his dues.

3989. On the whole, do you believe that kidnapping, confining in godowns, and burning of houses is rare or frequent?—I believe it to be very rare indeed, and to be becoming more so every day.

3990. Have you in any district been particularly troubled by the police, and can you mention any notable instance within your knowledge of misconduct on their part?—I never was in any district where the police were not the greatest curse in it. I never had an Act IV. case, or any investigation in the Mofussil conducted by them, for which I had not to pay very largely. I will give an instance of what caused me to determine never to refuse a policeman a bribe. I once applied to the Thannah for a help to enable my ryots to cut some rice. Man came, but on proceeding to the spot it turned out that there was no need for him, as no one opposed the peaceable cutting of the rice. On his return he called at my *cutcherry*, and asked me in person to give him a present of five rupees. I refused, whereupon he went to the Thannah and gave in a report, stating that on going to the ground he found that instead of my requiring protection I was committing great oppression, and had then 12 *barkundazes* armed with muskets and bayonets; that on seeing him they ran away, and he was unable to catch any of them, but they had dropped some of their powder and ball, which he presented to the darogah with his report. The darogah sent to me, and said that if he got 50 rupees he would not send in the *burkundaze*'s report; as if the report had gone in I should have been summoned to attend on the magistrate 70 miles distant, and the whole of the collections of about 40,000 rupees would have been put a stop to, and probably lost for ever. I paid the 50 rupees, and resolved never to refuse to pay a bribe again. Darogahs generally send in prepared two reports in cases of Act IV. of 1840, one of which they send in accordingly as they are paid. Such reports have been sent to me for my approval.

3991. Can you recall within your recollection many such cases as those above mentioned?—At least

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A. Forbes, Esq.
—
3 August 1860.

least a dozen dispossession cases. Of the other many, in all of which the police take bribes.

3992. Have you ever known a darogah or policeman free from this vice?—I knew one Mahomedan darogah who spent the whole day in prayer and would take no bribes, but as he left the whole of the business to a Bengalie *mohurrir*, we had to pay rather more highly to this man than the darogah would have probably taken himself.

3993. In reference to the police being a curse of the district, do you speak of petty corruption, or are they guilty of gross violence and oppression?—It depends upon the wealth of the party how much they will take. Torture is of daily use in thannahs, and I have known of many cases of gross violence and oppression.

3994. Can you state briefly how this state of things is to be reformed?—A great increase of superior European agency, and the separation of the police and judicial functions of the magistrate.

3995. Mr. *Sale.*] Do you wish us to understand that in the only case in which you have had experience of *ryotti* cultivation, the ryots generally applied to you for advances, and as generally sought to evade the fulfilment of their contracts?—The ryots generally applied willingly for advances. They would, I am certain, have all evaded their contracts had they not known that we were exercising supervision over them.

3996. How do you reconcile this with your high opinion of the Bengali character as expressed in a previous answer?—I speak of the ryots as comparing them with the same class at home, who I have no doubt would, if they received money at Christmas, evade if possible doing what they had received that money for, at Midsummer next.

3997. Baboo *C. M. Chatterjee.*] In the editorial of the *Hurkaru* of the 16th of May, under the heading of the Indigo Commission, I believe you would refer to the late Dwarkanauth Tagore, amongst other zemindars, as having extorted money from European planters; will you be pleased to state the particulars of the extortion to which you allude?—The word extort is probably not so good as that of wrest, which is used in a former part of the article. I have already mentioned one case in which Baboo Dwarkanauth Tagore took 3,000 rupees a year more for the lease of a village than was collected. There were several other bargains made with planters by Baboo Dwarkanauth Tagore, the particulars of which I cannot give, but it was generally remarked by planters who had to deal with him that he made very hard bargains. My meaning was, that the 3,000 rupees extra might have been paid to the ryot as part price of the plant, and not have gone into the Baboo's pocket as zemindar.

3998. What made the Hizlabut concern take the lease of villages for 10,000 rupees, the *jumma* of which you stated was 7,000, and was it not profitable to that concern to pay that 10,000 rupees for those villages, and have they not renewed the lease from time to time at the same rate?—The cause of the Hizlabut concern taking that lease was that if they had not done so, the Baboo would have exercised the illegal power of forbidding the boatmen and carters by which that village is chiefly inhabited from contracting with the factory, and would in fact have shut up the Sudder factory of Hizlabut.

3999. When the first lease was taken by the Hizlabut concern did they not take it willingly, or was any compulsion used by the zemindar?—I don't remember when the first lease was taken, but if the factory had not secured the zemindary right, they would have had no boats or carts.

4000. Mr. *Temple.*] Can you state your opinion as to what terms should be offered in future by the planters to the ryots?—I beg to record my opinion that this is a question which must be left to be settled by the planter and the ryots themselves. Any interference on the part of Government can only complicate the question, and should be confined to providing good magistrates, good judges and good police, who shall see justice done to all, and leave no room for oppression on the one part, or fraud in the other.

4001. Can you state whether zemindars offer opposition to indigo planters, direct or indirect, or whether they are averse to Europeans acquiring land?—When powerful enough, they invariably offer opposition in 100 ways until they are either conquered, or get the *salami* they wish for. I believe also that they are in general opposed to the settlement of Europeans in Bengal, in consequence of their being, where Europeans are settled, unable to use the ryot as their own.

4002. Do you think that any opposition of this kind would have been conciliated if they had been appointed honorary magistrates?—My opinion is, as I stated before, that the rich native has no object of ambition. And that would be a very proper way of initiating him in the duty and privilege of self-government. It would be conferring on him nothing new, for he already exercises the power.

4003. Did you as an indigo planter receive due support from the magistrate, or have you anything to complain of against them?—Generally speaking, I have nothing to complain.

[Commission adjourned, 5.45 P.M.

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Saturday, 4th August 1860.

PRESENT:

W. S. SETON-KARR, Esq., C. S., President.

Members:—W. F. Fergusson, Esq.; Rev. J. Sale; Baboo Chunder Mohun Chatterjee.

CHARLES CHAPMAN, Esq., C. S., Collector of Customs, Calcutta, called in; and Examined on oath.

C. Chapman, Esq. — 4 August 1860.

4004. *President.*] WILL you describe to the Commission, as fully as possible, the system of advances in the salt agencies of which you have had charge?—I had charge of Hidgeli from February 1852 to August 1853, and of Chittagong from September 1853 to September 1857. When the Government allot the quantity of salt to be made in such agency, the salt agent directs so much to be manufactured in each *aurung*. Towards the middle or latter end of November, the *molunghis* are brought before the salt agent or deputy salt agent, and receive the first advance. This is generally about five annas in the rupee on the quantity they engage to manufacture. The manufacture commences in December, and a second advance is generally given in February or the early part of March. The date of advance in the different *aurungs* is fixed by the agent, and a further advance is fixed to each *molunghi*, and acknowledged before the agent or his deputy. This advance is regulated according to the quantity of salt actually manufactured by each *molunghi*. In a similar manner, two or more advances are given during the manufacturing season. Each advance is regulated in a similar way to that before described. For the payment of each advance the *gomashta* or head officer of each *aurung* prepares a statement explaining the quantity of salt manufactured, the amount of advance given, and the balance estimated to be due to the *molunghis*. This money is not paid by the *gomashta* or the *aurung* officers themselves, but by the *poddar* of the agency treasury in the presence of the agent, sitting a few yards from him. The *poddar* is an under officer of the treasurer appointed by him. At the end of the season, when the salt is all weighed into the store, the account of each *molunghi* is made up separately, and on a fixed day the *molunghis* come into the Sudder office and receive whatever *fazil* may be due to them in the presence of the agent. Some received a good deal and others nothing; it entirely depended upon the amount of their manufacture. In Hidgeli the balances were very small. In Hidgeli the *molunghis* generally belong to the villages in each *aurung*, and each *molunghi* considers his *khallari* or fire-place as his own hereditary property, and is very unwilling to give it up. In Chittagong, the order of the advances is much the same as in Hidgeli; but of late years the majority of the *molunghis* were non-residents of the districts; the majority came from Noakally, and part of Tipperah, and some even from 100 miles from the agency. In Chittagong it is made with each man who has a fire-place for 400 maunds. In September or October a first advance of four or six annas on the value of the contract quantity is given to the *molunghis*. In November a further advance of six or four annas is given; then before the commencement of the manufacture, 10 to 12 annas or three rupees four annas for the value of the contract quantity are actually paid in cash before a single *chittack* is manufactured. The reason of this is that the *molunghis* have to pay the coolies in advance the full amount of their pay for four months, less one rupee, besides having to make arrangements for pots, &c. The manufacture commences about the end of December and lasts until the 8th or 9th of April. Every spring tide a further advance is made of two annas, sometimes three annas later in the season, because then the boats come to enable the *molunghis* to purchase fuel. At the end of the manufacturing season the *molunghis* are paid before they leave on the estimated out-turn, calculating each *fara* or wooden measure to contain 38 seers of salt. After the salt has been weighed in the *golahs*, a final settlement is made with the *molunghis*. The advances are invariably paid in my own presence, excepting one or two during the manufacturing season. The balances were greater in Chittagong than in Hidgeli. These, if caused by unforeseen circumstances, were generally remitted. I remember one season procuring a remission of 21,000.

4005. What means are taken to see that *molunghis* worked out the amount of one advance before others were made: did the agent or deputy agent visit the *aurungs* in person?—Each *molunghis* had a *hath-chitti* on his golah. The daily amount of salt measured was entered in this *hath-chitti*. This *hath-chitti* or the counterpart was inspected by me or my deputy agent before making further advances. I could not possibly inspect the entire file of fire-places. My assistant was out every day, and I visited it as many times as I could. During the manufacture the advances were all paid at the *aurungs*; I think there were five in Hidgelee, but was afterwards increased; Chittagong had two, and afterwards three.

4006. What was the form of contract with the *molunghis*, and were they limited to any particular amount of salt?—There was a regular form of contract, agreement and security bond. There is no restriction in regard to the quantity manufactured by each *molunghi*. In fact I used to manage them by giving rewards, and by praising them, to make as much salt as they possibly could. A good *molunghi* would manufacture from 1,300 to 1,400 maunds in one fire-place. My average manufacture in Chittagong was 800 maunds in both southern *aurungs*. We did not give advances on 1,000 maunds, because that scale would be likely to lead to carelessness or extravagance.

4007. Are the *molunghis* generally hereditary men, or do you have frequent applications from fresh men to be permitted to engage in salt?—We have the same men as near as possible every year, who have manufactured for years. We are rather chary of admitting unknown men. Such

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C. Chapman, Esq.

4 August 1860.

men, when admitted, generally learn their work under others until they rise to the dignity of a head *molunghi*. A set of *molunghis* will contract for 20 or 25 fire-places, their shares being clearly defined in each portion. They enter into a joint agreement.

4008. Do you ever refuse to allow *molunghis* to continue manufacturing on account of past carelessness, and is that felt by them as a deep privation?—Yes, most certainly, I have deprived a good many of their license, when they either run into default or ruin, so badly as to be of no use having them. Sometimes they come back after two or three years' cessation; but unless they come under a good security, I did not take them back.

4009. Mr. *Fergusson*.] Has there been any increase in the remuneration of the *molunghis* during the last three or four years?—I was sent down in 1853 to Chittagong to re-establish the agency on a reduced price of one anna, *i. e.* from eight annas to seven annas a maund. The manufacture of the agency had been in abeyance for a year. This reduced price continued for two years. The saving in the outlay would be 30,000 rupees on four lacs and 80,000 maunds. In consequence of the great demand of labour in Arracan the price was gradually raised from seven to ten and a half in the southern aurung, and twelve in the northern, which I believe it was during the past season.

4010. Baboo *Chunder Mohun Chatterjee*.] Do the *amla* of the agency and the *molunghis* get an allowance of salt to eat?—The *amla* in Hidgelee used to get what they call a compensation.

4011. Is it not the case that, after the season is over, the *khallaris* are knocked down by order of the agent to prevent illicit manufacture?—In Hidgeli, when the salt agent thought that the manufacture was getting slack, either from the too great flooding of the *churs* or from heavy rain, a day was fixed, and on that date the manufacture in the entire agency ceased, and the fire-places were broken up. (You will find a full description of the manufacture of salt in the number of the Government selections on salt manufacture at Tumlook by Mr. H. C. Hamilton.)

4012. Mr. *Fergusson*.] Do not the *molunghis* sometimes complain of being long detained from the rice cultivation to continue the manufacture of salt to a late period in the season?—I don't recollect a complaint being made to me of that kind. In fact, in Hidgeli, I do not think the early rice is sown. In Chittagong the coolies all wish to be home by the month of April. Some of them have 80 to 100 miles to travel. After the first heavy fall of rain in the end of March or beginning of April, they make off, and we never attempt to stop them. After heavy rain the manufacture goes on very slowly, or it may be that the *molunghis* live at a distance, and it may be that they are anxious to cultivate their rice. In Chittagong the *molunghis* work on till the 20th of April.

4013. Would not the lands which are reserved for fuel in Hidgeli and Tumlook be available for cultivation for rice and other crops?—There is no doubt that some of the lands here and there might after a considerable outlay be brought into cultivation, but I should be rather sorry to try it as a speculation, because it is so much impregnated with salt and intersected with *khals*, and, besides, the embankment which a speculator would have to make would be very much exposed, whereas the Government embankment is inside the fuel and salt lands, and they serve as a protection to the lands.

4014. Do you consider the manufacture of salt by the *molunghis* perfectly voluntary?—Most certainly so; I am positive that no salt agent would for the sake of the agency attempt to force a *molunghi* to manufacture, but their principal inducement is that during the period of the manufacture of salt, they have no cultivation of their own to look after. From December to May in Hidgeli, and from January till April in Chittagong, they have no employment of any kind.

4015. *President*.] What means are taken to prevent extortion by the *amla* and exaction?—The amount paid to the *molunghis* depends upon the strict or lax supervision of the agent or his assistant. As customary in the country they don't object to pay a *dusturi* so long as it is moderate; and however vigilant a salt agent may be, it is impossible to put a total stop to such payments, the same as it would be in any other office in India. I do not think that there were any cases of gross extortion, except one, in which the *gomashta* was dismissed after a careful investigation.

4016. Do you think that the salaries of the *gomashtas, addadars* and others are adequate to prevent corruption?—I consider the salaries very inadequate, but at the same time I doubt very much whether double the amount of pay would prevent the *molunghis* from offering and the *amla* from receiving.

4017. Baboo *Chunder Mohun Chatterjee*.] Are you aware that store darogahs generally take excess in weight from manufacturing darogahs, and at the time of the delivery to the merchants, the former manage to sell the excess on their own account; in this transaction are not the *molunghis* the sufferers?—Store darogahs are allowed a fixed rate for wastage of salt, and consequently I have no doubt that they take full weight into their *golahs*, and, when possible, a little excess. But in regard to their selling to merchants, I know nothing about it.

4018. Are you not aware that sometimes merchants' boats are seized by station darogahs for excess?—They have been seized, but generally speaking the excess has been very trifling. There is an allowance for excess and for wastage, and on account of the moisture absorbed from the atmosphere, salt never weighs the same.

4019. Mr. *Sale*.] Have you ever had occasion to sue the *molunghis* for breach of contracts?—Never, in any one case; but the *gomashta* being responsible to Government for any balances due by the *molunghis*, the *gomashta* occasionally obtains the salt agent's permission to proceed against the *molunghis* for the recovery of the balance, in the same way as any zemindar would proceed against a ryot. We very rarely proceed to extremity. Generally speaking, when there is a balance due, they manage to pay it off.

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APPENDIX

TO THE

REPORT OF THE INDIGO COMMISSION.

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APPENDIX, PART I. - - - - - - - -

Appendix No. 1. - - - - - - - - -

ABSTRACT of the Replies of Indigo Planters to the Questions

	State, briefly but clearly, the different kinds of land tenures within which indigo cultivation is carried on by your concern or factory, whether Talooks or Putni Talooks, or Durputni Talooks or Ijaras, *i. e.*, leased lands, all such being held by the concern. 1.	Do you follow the system of cultivating through ryots, resident in talooks or villages belonging to other parties, that is to say, do you advance money to ryots, and with the latter only, and if so, to what extent, and with what success? 2.	Have you any knowledge of any system of purchasing bundles of indigo from cultivators, who take seed from the factory, but retain the whole of the indigo plants after they have been cut, without any supervision by the factory servants? 3.	Have you any knowledge of any system of cultivators cultivating indigo on their own account, and selling the plant at the best market they can find? 4.	What proportionate account of cultivation in your concern is nij and what nmuout is ryoti? Can you give the relative extent in beegahs? 5.	What form of contract or agreement is in use in your factories? Is the agreement drawn up to cultivate for a term of years, and if so, for how many years; or is the term undefined? 6.	Can you give the following details of the cultivation as within your knowledge and as carried on within your neighbourhood: 1st. The average rent per beegah payable by the ryot for lands on which he grows indigo for the concern. 7.	2d. The average expenses of the ryot cultivating the indigo plant, per beegah, including ploughing, sowing, weeding, cutting and carting. 8.	3d. The average number of bundles which a beegah of indigo land produces, and the average return, in indigo, of a thousand bundles of plant. 9.
KISHNAGUR.									
C. R. Clarke, Esq., Manager Bengal indigo Company, Khalsolin Concern.	Zemindary 14 Putni Durputni, &c. 64 Leased - 42 120 Ryots - 3,722	Be-ilaka villages 63, ryots 1,249	Yes, on a limited scale, 4 to 5 bundles the rupee.	No.	Nij 5,000 Ryotti 14,000 Ryots. Beegahs. 2,297 sow 2 849 ,, 3 634 ,, 4 451 ,, 5 254 ,, 6 265 ,, 8 126 ,, 10 74 ,, 15 21 ,, 20 4,971	3 to 5 years, sometimes undefined.	Year's rent Rs. 1. 4. Half year's, *i. e.*, Indigo rent - 10	Ten days' labour at 3 annas a day 1 15 6 Two ditto at 2 annas a day - 4 - Seed - 6 - Rent - 10 - Tot. Rs. 3 3 6	Average rate 15 to 20 bundles; 1,000 bundles 7 maunds.
F. Sanpin, Esq. of Callipoto.	Putni talooks, ijaras and pottas in different villages.	Yes, and found little difficulty.	None.	Never in this concern; but formerly did so buy in other concerns in small quantities.	Beegahs. Nijabad 200 Ryotti 6,300 Total 6,500	None.	12 annas to 1 rupee.	Rs. 2. 12. for ploughing, sowing, weeding and rent; carting not charged.	12 to 16 bundles; 4 maunds per 1,000 bundles.
John White, Esq., Bansberria.	94 villages, of which 23 are putni, 35 Durputni, 10 Sehputni, 26 ijara or durijara, and 3,700 beegahs, chur land.	77 be-ilaka villages.	Yes, to a small extent; at 4 bundles per rupee.	No.	4,200 beegahs nij, and 14,000 beegahs ryotti.	From 1 to 5 years, more generally the latter.	8 to 10 annas per begah.	About 3 rupees.	A beegah well cultivated will yield 25 bundles. Produce of 1,000 bundles is from 5½ to 6 maunds.
Thomas Savi, Esq., Mohesgunge Concern.	Putni, Durputni, ijara, pottas.	Out of 3,000 beegahs, 1,700 beegahs be-ilaka.	To a limited extent; 4 bundles for the rupee.	No.	Nij 9,000, beegahs ryotti 3,000.	No form, only blank stamp-paper.	For jumma lands 5½ annas per beegah, and 10½ annas per ticca or jutbundi lands.	Rs. 1, 8. including ploughing, sowing, weeding, cutting and carting.	Average of last 3 years, 3 bundles per beegah. 5 or 6 mads. per 1,000 bundles.
J. White Smith, Esq., Katuli Concern.	Putni, durputni, telputni, sehputni, ijara.	Very little be-ilaka.	No.	No.	11,000 beegahs, ryotti and nijabad.	None.	12 annas a beegah.	2 rupees a beegah.	8 bundles per beegah, 6 to 7 maunds per 1,000 beegahs.
J. Tinsedle, Esq., Shikarpore Factory.	Putni, Durputni, ijara, jote, jumma.	Both with equal success.	Yes, in the Meergunge and Nonbshai concerns in 1847-48.	No.	Beegahs. Nij 6,900 Ryotti 20,000 Total 26,900	On stamp-paper, usually for 5 years.	6 annas to a rupee.	Annas. Ploughing 8 Weeding 4 Cutting 3 Total - 15	On churs 12 bundles; on high lands 8. 1,000 bundles from chur plant 5½ maunds, from high land 7½ mds.

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APPENDIX, PART I.

Appendix, No. 1.

embodied in the Indigo Circular, No. 29, dated the 28th May 1860.

4th. The average price charged to the ryot for seed per seer, and the average amount of seed required for a beegah.	5th. The number of bundles usually taken for the rupee.	What size are your bundles of indigo, and how do you measure them?	Are you in the habit of suing defaulting ryots for breach of contract, and how many of such cases do you institute on the average within the year?	Are you in the habit of giving cash advances to your ryots every year, whether such ryots be on the right side of the balance sheet or not?	What is the expense of building and cultivating a beegah of soil on an average of years, including all other expenditure as specified in clause 3 of Question 7, and what number of ploughs and bullocks is kept up at the factory?	If the concern holds land in talooks, putnis, or leases, what proportion of land in each village so held is sown with indigo through ryots?	Do you find it necessary to exercise any supervision over the contracting ryots during the season of cultivation, in order to ensure the fulfilment of their contract; and if so, in what way?	Do you permit the ryots to sow the crops usually known as the cold weather crops, on lands from which indigo has been cut during the preceding rains; that is, do you allow a cold weather crop to precede the indigo sown in February or March or April, and do you allow any cold weather crop to be sown with October indigo?	Have you any knowledge of any system of advances made to ryots in the cultivation of other products than indigo; and if so, can you any how such a system works?	What is the size of the beegah in your district?
10.	11.	12.	13.	14.	15.	16.	17.	18.	19.	20.
Per seer Annas 1. 6-4 seers per beegah.	Six.	By a 6-foot chain.	No.	A ryot in debt gets half the money value of the plant of last year.	Rs. 3. 4. a beegah. 65 to 70 ploughs, 800 coolies.	No clear answer given.	Field servants kept up for this purpose.	Yes.	Rice.	55 yards of 22 inches; or 21,511 square feet.
1 anna per seer, 4 seers per beegah.	Six.	By a 6-foot chain.	Never.	No; not unless plant is given to cover old balances.	Rs. 3. 8. a beegah. No ploughs kept.	About 1-16th.	Yes.	Yes.	Mahajans make advances to ryots, and charge interest at 70 per cent.	About 120 feet square.
1 anna per seer, 4 seers per beegah.	Four.	By a 6-foot chain.	Not until this year.	Not always.	Rs. a. Rent 1 4 Seed 1 4 Cultivation 1 8 Total 4 0	1-16th or 1-18th.	Indispensable.	Yes; as also with spring sowings.	Rice.	55 yards of 32 inches.
1½ anna per seer, 4 seers per beegah.	Four.	By a 6-foot chain.	No.	According to the circumstances of the ryots.	4 rupees per beegah, 100 ploughs, 211 buffaloes and bullocks.	1,300 beegahs out of 29,500 beegahs.	Undoubtedly; by means of amins and takidgirs.	Yes.	No.	120 square feet.
About 5 pice a seer, 5 seers per beegah.	4 bundles per rupee.	No clear answer.	Never.	Not unless clear of balances.	With a cold weather crop 2 to 28, without 4 to 4-8. No ploughs or cattle.	About 1-20th	Great supervision.	Yes.	Yes, Rice. Advances made in kind.	Zemindary beegah 80 hathe, indigo beegah 96.
1 anna per seer, 4 seers per beegah.	6 bundles.	By a 6-foot chain.	No.	Not always.	1 rupee 11 annas.	Chur lands about a quarter, high lands not 1-20th.	Yes.	Always.	Rice.	80 hathe of 20 inches.

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Abstract of the Replies of Indigo Planters to the Questions embodied in

	State, briefly but clearly, the different kinds of land tenures within which indigo cultivation is carried on by your concern or factory, whether Talooks or Putni Talooks, or Durpatni Talooks or Ijaras, i. e., leased lands, all such being held by the concern. 1.	Do you follow the system of cultivating through ryots, resident in villages over which the factory has no control, that is to say, do you follow what is familiarly known as the be-ilaka system, and if so, to what extent, and with what success? 2.	Have you any knowledge of any system of purchasing indigo plant from ryots residing within villages over which the factory has not receive no advances, and who cultivate on whatever lands of their own they please, without any supervision by the factory servants? 3.	Have you any knowledge of any system of cultivators cultivating indigo on their own account, and selling the plant at the best market they can find? 4.	What proportionate account of cultivation in your concern is carried on by the ryots? Can you give the relative extent in beegahs? 5.	What form of contract or agreement is in use in your factories? Is the agreement drawn up to cultivate for a term of years, and if so, for how many years; or is the term undefined? 6.	Can you give the following details of the cultivation as within your knowledge and as carried on within your neighbourhood:— 1st. The average rent per beegah payable by the ryot for lands on which he grows indigo for the concern. 7.	2d. The average expenses of the ryot cultivating the indigo plant per beegah, including ploughing, sowing, weeding, cutting, and carting. 8.	3d. The average number of bundles which a beegah of indigo land produces, and the average return, in indigo, of a thousand bundles of plant. 9.
Kishnagar—*continued.*									
M. Tweedie, Esq., Lokanthpore Concern.	All kinds of leased lands.	Be-ilaka to some extent.	Yes, on a limited scale.	No.	Beegahs. Ryotti 8,000 Nij - 2,000	Yes, the term varies.	8 to 10 annas.	Can't say.	8 bundles a beegah.
J. Forlong, Esq., Nischindipore Concern.	Villages. Talooks - 5 Putni talooks 87 Ijara - - 37 Be-ilaka - 53 Total - 182	Yes.	To a limited extent, 3½ to 4 bundles per rupee.	Yes, to a small extent.	Beegahs. Ryotti 26,000 Nij - 4,000	Yes, on stamp paper for 5 years.	From 8 annas to a rupee.	Rs. 2–4–6 per beegah, including carting and stamped paper.	11 bundles per beegah, 3 maunds per 1,000 bundles.
H. Sibbald, Esq., Nundupore Concern.	Villages. Talook - 7 Putni talook 17 Ijara - 33 Be-ilaka - 13 Total - 64	Yes; to a small extent.	No.	No.	Beegahs. Nij - 7,691 Ryotti 2,831 Total 10,522	Undefined period.	From 6 to 12 annas per beegah.	From 2 to 3 rupees.	From 8 to 12 bundles, 1,000 bundles would give 6 mds.
Archibald Hills, Esq, Katchikatta Concern.	All descriptions.	From 4,500 to 4,600 with average success.	No.	No.	Beegahs. Nij - 2,825 Ryotti 16,375 Total 19,200	None.	About 10 annas.	Exclusive of rent, 1 rupee.	11 or 12 bundles per beegah, 7 to 14 maunds per 1,000 bundles.
Purnea.									
E. Roberts, Esq., Hizlabut Concern.	Talook, putni talook, durputni, ijara, potta.	Yes, to about one-fourth.	Yes.	No.	Beegahs. Ryotti 7,700 Nij - 4,300 Total 12,000	For 1 year.	From Re. 1 to 1–4 beegah.	Can't state.	From 10 to 12 bundles, and 1,000 bundles would give 6 mds.
H. D. Fergusson, Esq., Comedpore Concern.	Mourasi, jote, ijaras.	Yes, to about one-eighth.	No.	No.	Beegahs. Nij - 1,200 Ryotti 6,800 Total 8,000	Yes, yearly.	12 annas.	2 rupees.	10 to 20 bundles per beegah, 5 mds. per 1,000 bundles.
John Stevenson, Esq., Dobracole Concern.	Talooks, putni talooks, jotes, Dur-ijarah.	About 750 beegahs with partial success.	No.	No.	Beegahs. Nij - 6,000 Ryotti 4,000 Total 10,000	Annual.	12 annas.	Being chur land, only 12 annas.	7 bundles; 1,000 bundles would give 4 mds.
J. Phillips, Esq., Diluri Concern.	Every description.	To a small extent with success.	No.	No.	In equal proportion.	5 years.	5 to 6 annas.	10 annas.	6 to 8 bundles per beegah; 5 to 6 maunds per 1,000 bundles.
G. R. Barry, Esq., Serajgunge Concern.	Ijaras and pottas.	No.	No.	No.	All nij.	None.	8 annas.	Rupees 2–8.	12 bundles per rupee; 3 maunds per 1,000 bundles.
Jessore.									
G. Mears, Esq., Sinduri Concern.	Talooks. Putni-talooks, dur-putnis, ijara.	Not to any extent.	Yes.	No.	Beegahs. Nij - 4,762 Ryotti 35,486 Total 40,248	10 years.	6 annas to 1 rupee.	Can't say.	5 to 25 bundles per beegah, 7 to 13 maunds per 1,000 bundles.

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the Indigo Circular, No. 29, dated the 28th May 1860—*continued.*

4th. The average price charged to the ryot for seed per seer, and the average amount of seed required for a beegah.	5th. The number of bundles usually taken for the rupee.	What size are your bundles of indigo, and how do you measure them?	Are you in the habit of using defaulting ryots for breach of contract, and how many of such cases do you institute on the average within the year?	Are you in the habit of giving cash advances to your ryots every year, whether such ryots be on the right side of the balance sheet or not?	What is the expense of holding and cultivating a beegah of nij or khas lands, including rent, sowing, and all other expenditure as specified in clause 2 of Question 7, and what number of ploughs and bullocks is kept up at the factory?	If the concern holds land in talook, putni, or lease, what proportion of land in each village so held is sown with indigo through ryots?	Do you find it necessary to exercise any supervision over the ryots' cultivation of the crops, in addition to, in order to ensure the fulfilment of their contract; and if so, in what way?	Do you permit the ryots to sow the crops usually known as the cold weather crops, on lands from which indigo has been cut during the preceding rains; that is, do you allow a cold weather crop, such as rice, to be sown in February or March or April, and do you allow any cold weather crop to be sown with October sowings.	Have you any knowledge of any system of advances made to carry on the cultivation of crops other than indigo; and if so, can you say how such a system works?	What is the size of the beegah in your district?
10.	11.	12.	13.	14.	15.	16.	17.	18.	19.	20.
1 to 2 annas per seer, 4 seers per beegah.	4 to 6 bundles.	By a 6-foot chain.	Seldom.	In many cases.	4 to 6 rupees per beegah; no ploughs kept up.	1-10th.	Yes; constant supervision.	Always.	No.	80 baths of 22 inches.
1 anna per seer, 4 seers per beegah.	4 bundles.	By a 5-foot 3-inch chain.	No.	Yes, to those who have no balances.	From 3 rupees 15 annas to 4 rupees 9 annas.	1-16th.	Yes.	Yes.	No.	65 guj (yards) square of 32 inches.
1 anna per seer, 4 seers per beegah.	4 per rupee.	By a 5-foot 3-inch chain.	No.	In many cases.	Rupees 2-8 to rupees 4-8.	1-16th.	Yes.	Yes.	No.	80 baths of 18 inches.
1 anna per seer, 4 seers per beegah.	4 bundles.	By a 6-foot 5-inch chain.	No.	No.	From Rs. 2-11 to 2-15.	1-10th.	Yes; absolutely necessary.	Yes.	No.	80 baths of 24 inches.
9 pie per seer, 5 seers per beegah.	6 bundles.	By a 6-foot chain.	No.	No.	Rs. 3-6.	7 per cent.	Yes, indispensable.	Yes.	Yes, sugarcane and rice.	21,511 sq. feet.
5 pice per seer, 5 seers per beegah.	6 bundles.	20 cubic ft. by a 6-foot chain.	Not always.	—	—	1-8th.	Yes.	No.	No.	80 baths of 20 inches.
About 3 pice a seer and 6 seers to the beegah.	6 bundles.	By a 6-foot chain.	No.	No.	Rs. 1-1 per beegah, 120 ploughs.	In high land 1 in 30 beegahs, on chur 1 in 3.	Yes.	Yes.	Yes, all crops.	80 baths of 20 inches.
1 anna per seer, 4 seers per beegah.	8 bundles.	By a 6-foot chain.	No.	Yes.	About 2-14; 35 ploughs, 140 head of cattle.	Variable.	Certainly.	Yes.	Yes, for all crops.	80 cubits of 20 inches.
5 seers per beegah.	4 to 6 bundles.	By a 6-foot chain.	No ryots.	—	3 rupees.	About 2 per cent.	Not necessary, having no ryots.	No.	No.	100 baths of 16 inches.
1 anna per seer, 4 seers per beegah.	4 bundles.	By a 6-foot chain.	No.	No.	4 rupees.	Can't say.	Yes.	Yes.	No.	80 yards of 22 inches.

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Abstract of the Replies of Indigo Planters to the Questions embodied in

	1. State, briefly but clearly, the different kinds of land tenures within which indigo cultivation is carried on by the concern, as Talooks, or Purgunna Talooks or Ijara, Putnee, Dur-putnee Talooks, or Durputni Talooks or Ijara, f.e., leased lands, all such being held by the concern.	2. Do you follow the system of cultivation through ryots, resident in talooks or villages belonging to other parties; that is to say, do you follow what is familiarly known as the Be-ilaka system, and if so, to what extent, and with what success?	3. Have you any knowledge of any system of purchasing bundles of indigo from cultivators, who take seed from the factory but receive no advances, and who cultivate on whatever lands of their own they please, without any supervision by the factory servants?	4. Have you any knowledge of any system of cultivators cultivating indigo on their own account, and selling the plant at the best market they can find?	5. What proportionate account of cultivation in your concern is nij and what amount is ryotti? Can you give the relative extent in beegahs?	6. What form of contract or agreement is in use in your factories? Is the agreement drawn up to cultivate for a term of years, and if so, for how many years; or is the term undefined?	7. Can you give the following details of the cultivation as within your knowledge and as carried on within your neighbourhood, viz.: 1st. The average cost per beegah payable by the ryot for lands on which he grows indigo for the concern.	8. 2d. The average expenses of the ryot cultivating the indigo plant per beegah, including ploughing, sowing, weeding, cutting, and carting.	9. 3d. The average number of bundles which a beegah of indigo land produces, and the average return, in indigo, of a thousand bundles of plant.
Jessore—*continued.*									
A. Battersby, Esq., Nusibshahi Concern.	Talooks. Putni, dur-putni, jote, mourusi, ijara.	Very little.	No.	No.	Beegahs. Nij - 4,500 Ryotti 15,500 Total, 24,000	No.	1 rupee.	2 rupees.	9 bundles per beegah, 6 maunds per 1,000 bundles.
T. Brae, Esq., Baboocally Concern.	Talooks. Putni, dur-putni, mourusi, ijara.	To a small extent.	No.	No.	Beegahs. Nij - 2,000 Ryotti 5,000 Total, 7,000	Undefined.	1 rupee.	3 rupees.	10 bundles per beegah, 6 to 7 maunds per 1,000 bundles.
D. H. Kearnes, Esq., Pergauty Factory.	Putni, ijara, pottah.	954 beegahs be-ilaka.	Yes, to a trifling extent.	No.	Beegahs. Nij - 937 Ryotti 1,307 Total, 2,244	Yearly.	1 rupee.	1 rupee 2 annas.	10 to 25 bundles per beegah, 5 maunds per 1,000 bundles.
H. Oates, Esq., Hazarapore Factory.	Talooks. Putni, mourusi, ijara, jote, jummas.	Yes, to a small extent.	No.	No.	3-4ths ryotti and 1-4th nij.	From 1, 3, 5, and 10 years.	10 annas.	1 rupee.	10 bundles per beegah, 7 maunds per 1,000 bundles.
James Savi, Esq., Sericole Concern.	Talooks. Putni, dur-putni, ijara, jote.	Yes, to a small extent.	Yes.	No.	Beegahs. Nij - 3,000 Ryotti 8,000 Total, 11,000	For 5 and 10 years.	1 rupee.	From 12 annas to 1-12.	From 3 to 14 bundles, and 1,000 bundles yield 5 maunds.
Henry Mackenzie, Esq., Jingergatcha Factory.	Villages. Putni talook, dur-putnia 1 Talooks - 7 Ijara - 32 Ganti jumnas - 2 Tahsil mehals - 30 Be-ilaka - 99 Total - 171	Yes, in 59 villages.	Yes.	Yes.	Formerly 150 beegahs nij and 7,850 ryotti, now 25 beegahs nij, and 5,000 ryotti.	From 1 to 20 years.	From 4 annas to 12 annas.	Exclusive of rent, 1 rupee.	From 16 to 25 on best land, from 5 to 10 on worst land, 5 to 10 maunds per 1,000 bundles.
R. C. Bell, Esq., Mudhunderry Concern.	Putni, dur-putni, ijara, mourusee, purchased talooks and jotes.	On a limited scale with success.	No.	No.	Beegahs. Nij - 5,000 Ryotti 5,000 Total 10,000	Undefined.	From 6 to 8 annas.	About 2-8 rupees.	10 to 15 bundles; 1,000 bundles yield 5 to 6 maunds.
Purneah.									
Richard De-Courcy, Esq., Lallpore Concern.	2 villages in ijara.	Yes, largely.	Yes, I encourage the system myself.	No.	Beegahs. Nij - 500 Ryotti 5,000 Total 5,500	Term undefined.	No answer.	From 2 to 2-8.	From 20 to 40 bundles.
James Egerton, Esq., Kajah Concern.	Ijara only.	Yes, entirely,	No.	No.	Beegahs. Nij - 150 Ryotti 5,000 Total, 5,150	Yearly.	4 annas to 1 rupee.	Rupees 2 to rupees 2-8.	25 bundles.

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the Indigo Circular, No. 20, dated the 28th May 1860—*continued.*

4th. The average price charged to the ryot for seed per seer, and the average amount of seed required for a beegah.	5th. The number of bundles usually taken for the rupee.	What size are your bundles of indigo, and how do you measure them?	Are you in the habit of using defaulting ryots for breach of contract, and how many of such cases do you institute on the average within the year?	Are you in the habit of giving cash advances to your ryots every year, whether such ryots be on the right side of the balance sheet or not?	What is the expense of holding and cultivating a beegah of land, including rent, sowing, and all other expenses, and the cost of seed; and what number of ploughs and bullocks is kept up at the factory?	If the concern holds land in talook, putnee, or lease, what proportion of each village so held is sown with indigo through ryots?	Do you find it necessary to exercise any supervision over the contracting ryots during the season of cultivation, in order to ensure the fulfilment of their contract; and if so, in what way?	Do you permit the ryots to sow the crops usually known as the cold weather crops, on lands from which indigo has been cut during the preceding rains; that is, do you allow a cold weather crop to precede the indigo sown in February or March or April; and do you allow any cold weather crop to be sown with October sowings?	Have you any knowledge of any system of advances in this district on the condition of crops other than indigo; and if so, can you say how such a system works?	What is the size of the beegah in your district?
10.	11.	12.	13.	14.	15.	16.	17.	18.	19	20.
2 annas per seer, 4 seers per beegah,	4 bundles.	By a 6-foot chain.	Never.	No.	It is variable; 150 head of cattle.	About 7 per cent.	Yes.	Yes.	I believe all crops.	25,000 square feet.
1 anna 7 pie per seer, 5 seers per beegah.	Four.	By a 6 foot chain.	Never.	No.	5 rupees; 50 to 60 ploughs.	About 1-10th.	Yes, very.	Yes, and encouraged to.	No.	100 cubits in length.
2 annas per seer, 4 seers per beegah.	6 bundles.	By a chain 3½ cubits in length.	No.	No.	3 rupees 10 annas; 62 bullocks and 24 ploughs.	No clear answer given.	Yes.	Yes.	No.	10 cubits square.
1 anna per seer, 4 seers per beegah.	Four.	By a 6-foot chain.	Never.	No.	About 3 rupees.	No clear answer given.	Yes.	Yes.	Yes, rice.	81 baths of 22 inches.
9 pie per seer, 5 seers per beegah.	From 4 to 8.	By a 6-foot chain.	No.	No.	3-8 to 4 rupees; we have 75 ploughs and 150 head of cattle.	About 1-15th.	Yes.	Yes, almost always.	Yes, in all grain crops.	80 baths of 23 inches.
2 annas per seer, 1½ to 1¾ seer per beegah.	From 8 to 10 bundles.	By a chain of 5 feet 3 inches long.	Very seldom.	Certainly not.	Don't know.	A very small proportion indeed.	Most necessary.	Sometimes.	No.	80 baths.
1 anna 6 pie per seer, and 2 seers per beegah.	6 to 8 bundles.	By a 6-foot chain.	Never of late.	If necessary.	1 rupee; we have no ploughs or bullocks.	No direct answer.	Yes.	Invariably.	No.	80 cubits square.
Annas 1¼ per seer and 4 seers for a beegah.	6 bundles for the rupee.	By a chain 6 feet long.	No.	Yes.	4 rupees a beegah.	A very small proportion.	Yes.	Undoubtedly.	None.	80 baths.
No charge.	Four and a half.	6 feet round. The bundles are seldom measured.	No.	Not in full.	No nij or khas land in this concern.	1 beegah by each ryot.	Yes.	Invariably.	In some concerns.	80 yards square.

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Abstract of the Replies of Indigo Planters to the Questions embodied in

	State, briefly but clearly, the different kinds of land tenures within each village, as Nij, Ryotti, Talooka, or Putni Talooka, or Durpattai Talooka or Ijaras, i.e., leased lands, all such being held by the concern. 1.	Do you follow the system of cultivating through ryots, that is to say, do you follow what is familiarly known as the Be-ilaka system, and if so, to what extent, and with what success? 2.	Have you any knowledge of any system of purchasing bundles of indigo from cultivators, who take seed from the factory but receive no advances, and who cultivate on whatever kinds of land they may please, without any supervision by the factory servants? 3.	Have you any knowledge of any system of cultivators cultivating indigo on their own account and selling the plant at the best market they can find? 4.	What proportionate account of cultivation in your concern is nij, and what amount is ryotti? Can you give the relative extent in beegahs? 5.	What form of contract or agreement is in use in your factories? Is the agreement drawn up to cultivate for a term of years, and if so, for how many years; or is the term undefined? 6.	Can you give the following details of the cultivation as far as your knowledge and as carried on within your neighborhood:— 1st. The average rent per beegah payable by the ryot for lands on which he grows indigo for the concern. 7.	2d. The average expenses of the ryot cultivating the indigo plant per beegah, including ploughing, sowing, weeding, cutting, and carting. 8.	3d. The average number of bundles which a beegah of indigo land produces, and the average return, in indigo, of a thousand bundles of plant. 9.
Purneah—*continued.*									
H. S. Cave, Esq., Doomur Factory.	Ilaka and be-ilaka.	Yes.	Yes, to a small extent.	No.	Beegahs. Nij - 1,000 Ryotti 10,000 Total 11,000	Undefined term.	8 annas.	2–8 to 3 rupees.	35 bundles; 1,000 bundles yield 4 maunds.
A. D. Forbes, Esq., Rahikpore Concern.	In putni only.	Entirely so.	No.	No.	All ryotti.	On stamp-paper for 10 years.	About 2 annas.	About 12 annas.	16 bundles per beegah; 2½ maunds per 1,000 bundles.
A. J. Forbes, Esq., Sultanpore Factory.	Zemindary istamrari putni.	One - third be-ilaka.	Yes, but the cultivation is supervised.	Yes.	Beegahs. Nij - 370 Ryotti 16,000 Total 16,330	On stamp-paper for 10 years.	2 annas.	12 annas 6 pie or less.	12 bundles per beegah; 3¼ maunds per 1,000 bundles.
Rungpore.									
T. Deverill, Esq., Kishengunge Concern.	No clear answer.	None.	Yes.	Yes.	All ryotti.	On stamp-paper for 7 years up to last year, now 3 years.	10 annas 5 pie.	No clear answer.	1 to 70 bundles per beegah; 3 to 5 maunds per 1,000 bundles.
J. Gouldhawke, Esq., Khalispore Concern, Jessore, formerly of Rungpore.	Zemindary.	Almost all be-ilaka.	Yes, but they buy their seed in the market.	Yes.	All ryotti, 50 or 60 beegahs excepted.	For the current season.	8 annas per beegah.	1 rupee 2 annas.	25 bundles.
Malda.									
P. McArthur, Esq., Singitolla and Boyli Concerns.	Ijara, jotes, mouruzi, potta.	Yes, to a considerable extent.	No.	No.	Beegahs. Nij - 8,000 Ryotti 7,000 Total 15,500	Annual.	4 annas.	Rupees 1–8 per beegah.	20 per beegah; 3¼ maunds per 1,000 bundles.
J. J. Grey, Esq., Gomalti Concern.	Putni, jotes, ijara.	Yes, to a small extent.	Yes.	No.	All ryotti.	Generally 5 years.	3 to 6 annas.	No clear answer.	20 bundles per beegah; 3¼ maunds per 1,000 bundles.
Moorshedabad.									
Henry Deverill, Esq., Ackragunge Concern.	Putni, jotes, ijara.	No.	No.	No.	About half-and-half.	For 5 years.	3 to 10 annas.	1 rupee.	No answer.
J. F. Hedger, Esq., Turtipore Concern.	Ijara, putni, jotes.	Yes, to a small extent.	No.	No.	Beegahs. Nij - 800 Ryotti 17,200 Total 18,000	Generally 5 years.	6½ annas.	No clear answer.	10 bundles per beegah; 4½ maunds per 1,000 bundles.
Rajshanye.									
G. McLeod, Esq., Rajapore Concern.	Putni, durpatni, ijara.	To a considerable extent.	No.	No.	½ nij, ½ ryotti.	On stamp-paper for 5 years.	6 annas.	14 annas exclusive of carting.	8 to 12 bundles per beegah.

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the Indigo Circular, No. 29, dated the 28th May 1860—*continued*.

4th. The average price charged to the ryot for seed per seer, and the average amount of seed required for a beegah.	5th. The number of bundles usually taken for the rupee.	What size are your bundles of indigo, and how do you measure them?	Are you in the habit of ruing defaulting ryots for breach of contract, and how many of such cases do you institute on the average within the year?	Are you in the habit of giving cash advances to your ryots every year, whether such ryots be on the right side of the balance sheet or not?	What is the expense of holding and cultivating a beegah of nij or khas lands, including rent, sowing, and all other expenditure as specified in clause 2 of Question 7, and what number of ploughs and bullocks is kept up at the factory?	If the concern holds land in talook, putni, or lease, what proportion of land in each village so held is sown with indigo through ryots?	Do you find it necessary to exercise any supervision over the contracting ryots during the season of cultivation, in order to secure the fulfilment of their contract; and if so, in what way?	Do you permit the ryots to sow the crops usually known as the cold weather crops, on lands from which indigo has been cut during the preceding rains; that is, do you allow such lands to remain fallow, or do you allow sowing in February or March or April, and do you allow any cold weather crop to be sown with October sowings?	Have you any knowledge of any system of advances made to carry on the cultivation of crops other than indigo; and if so, can you say how such a system works?	What is the size of the beegah in your district?
10.	11.	12.	13.	14.	15.	16.	17.	18.	19.	20.
—	Nij cultivation.	—	—	—	—	—	—	—	—	—
9 pie per seer, and 5 seers per beegah.	6 bundles.	By a 6-foot chain.	No.	No.	2 rupees 4 annas per beegah, 50 to 60 bullocks.	No clear answer given.	Yes.	Yes.	No clear answer given.	100 hathe of 18 inches.
—	—	By a 6-foot chain.	No.	Yes.	From 1 rupee 4 annas to 1 rupee 8 annas.	I sow 5,000 beegahs all nij.	Yes.	Yes, to the extent of 2,000 beegahs.	Yes.	No answer.
No charge.	No direct answer.	We receive per beegah not bundle.	Very seldom.	Not as a rule.	6 rupees.	3 cottahs per beegah.	Yes.	No.	Yes, for turneric and rice.	$\frac{1}{20}$th an English acre.
4 rupees a maund.	7 for the rupee.	By a chain 4½ cubits long.	Very few.	Yes.	Can't say.	No such lands held.	Yes.	Yes.	No.	16 doons, each doon 6 cubits.
2½ annas per seer; 4 seers per beegah.	Yes.	By a 6-foot chain.	Never.	Yes.	Rupees 1-8 to rupee 3. 175 ploughs and 700 bullocks.	No clear answer.	Yes.	I do.	Yes, all crops.	80 hathe square.
3 annas per seer; 6 seers per beegah.	10 bundles.	By a 6-foot chain.	Never.	Sometimes.	Can't answer.	No settled proportion.	Certainly.	Yes.	Yes, in all crops as well as for cocoons.	100 cubits.
4 annas a beegah.	6 bundles per rupee.	By a 6-foot chain.	Never.	Yes.	About 150 ploughs.	No distinct answer.	Yes.	Invariably.	Yet, rice.	80 cubits of 18 to 20 inches.
6 to 9 pie per seer; 5 to 8 seers per beegah.	10	By a 6-foot chain.	No.	Yes.	Rupee 1-2½ per beegah.	About half.	Yes.	Yes.	No.	80 hathe of 19 to 20 inches.
1 anna per seer; 4 seers per beegah.	6 bundles.	By a 6-foot chain.	Never.	No.	Rupees. Rent — 6 — Cultivating and sowing 1 2 — weeding — 6 — cutting — 3 3 carriage — 6 — seed 1 — — Total 3 7 3	Less than 1-16th on high, and ¼ to 6-16ths on chur land.	Yes.	Yes.	Yes, rice, sugar, mulberry and most other crops.	80 cubits of 20 and 22 inches.

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Abstract of the Replies of Indigo Planters to the Questions embodied in

	State, briefly but clearly, the different kinds of land tenures within which indigo cultivation is carried on by your concern or factory, whether Talooks or Putni Talooks, or Durputni Talooks or Ijaras, *i. e.*, leased lands, all such being held by the concern. 1.	Do you follow the system of cultivating through ryots, resident in talooks or villages belonging to other parties: if so, how do you proceed, particularly as to the talooks, the ryots, and if any, to what extent, and with what success? 2.	Have you any knowledge of any system of purchasing bundles of indigo from cultivators, who take seed from the factory, have no advances, and sell their produce on whatever lands of theirs they please, without any supervision by the factory servants? 3.	Have you any knowledge of any system of cultivators cultivating indigo on their own account, and selling the plant at the bear market they can find? 4.	What proportionate account of cultivation in your concern is nij and what amount is ryoti? Can you give the relative extent in bungahs? 5.	What form of contract or agreement is in use in your factories? Is the agreement drawn up to cultivate for a term of years, and if so, for how many years; or is the term unlimited? 6.	Can you give the following details of the cultivation as within your knowledge and as carried on within your neighbourhood:— 1st. The average rent per beegah payable by the ryot for lands on which he grows indigo for the concern. 7.	2d. The average expenses of the ryot cultivating the indigo, such as seed, ploughing, sowing, weeding, cutting, and cutting. 8.	3d. The average number of bundles which a beegah of land produces, and the average extent in mauns of a thousand bundles of plant. 9.
Comercolly.									
J. P. Hampton, Esq., Salgurmurdia Concern.	Putni, dur-putni, ijara, dur-ijara.	Yes, to a small extent.	Yes.	No.	Beegahs. Nij - 2,573 Ryotti 10,655 Total 13,228	From 1 to 10 years, also for an undefined period.	8 to 10 annas.	Can't decidedly answer.	12 bundles per beegah; 6 maunds per 1,000 bundles.
Beerbhoom.									
Messrs. Erskine & Co., Illambazar Concern.	Putnis, dur-putnis, and ijaras.	Yes, chiefly.	Yes, to a small extent.	No.	All ryotti; from 30,000 to 34,000 beegahs.	Annual agreements.	From 8 as. to 1 rupee.	Only his labour	From 5 to 24
Bancoorah.									
J. M. Cheek, Esq., Bancoorah Concern.	Talooks putni, dur putni talooks, ijara, mokurrari mahals.	Yes, entirely, and with success.	Yes, in the main.	No.	Beegahs. Nij - 1,000 and 30,000 to 40,000 ryotti. Total 31,000 to 41,000	Annual.	8 annas as an average.	8 annas.	9 to 10 bundles and from 3 to 3½ maunds to 1,000 bundles.
Burdwan.									
Charles Savi, Esq., Moudea Factory.	Putni, ijara, and jute pottahs.	Yes.	Yes.	None.	⅔ Nij, ⅓ ryotti, 6,400 nij and 2,200 ryotti.	Signatures on blank, stamp paper undefined.	8 annas.	Very little.	From 6 to 10 bundles and from 4 to 5 maunds per 1,000 bundles.
Furreedpore.									
Patrick Smith, Esq., Cossimpore Factory.	Talooks putni talook, mourusi, jumma, ijara and beelaka.	Yes, ⅔ beelaka to ⅓ ilaka.	Yes.	⅓ No.	All ryotti.	Agreements for 5 years.	1 rupee.	2 rupees.	10 bundles.
Mymensing.									
James Burrell, Esq., Soobuncolly Concern.	Chur and leased lands.	Almost all nij.	No.	No.	All nij.	—	6 to 8 annas.	1 rupee 8 annas.	8 to 10, and produce of 1,000 beegahs, 30 to 50 maunds.
Midnapore.									
J. Terry, Esq., Midnapore Concern.	Putni, ijara.	Yes, about 4,000 beegahs.	No.	No.	Beegahs. Nij - 4,872 Ryotti 27,963 Total 32,835	Annual.	About 4 as.	12 annas.	6 bundles, produce of 1,000 bundles, 5 to 6 maunds.
Dacca.									
A. Forbes, Esq., Serajabad Concern.	Zemindary.	No; entirely nij.	No.	Not at the present time.	All nij.	I have no contracts.	I have no ryotti cultivation.	—	—
Chupran.									
T. MacDonald, Esq., Pertabpore Factory.	Mokurari lands, tieca saraut, tieca villages.	No.	No.	No.	¾ Nij and 1-4th ryotti.	Only with my undertenants for a specified period.	2–12.	No, clear.	No direct answer.

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the Indigo Circular, No. 29, dated the 28th May 1860—*continued.*

4th. The average price charged to the ryot for seed per acre, and the average amount of seed required for a beegah.	5th. The number of bundles usually taken for the rupee.	What size are your bundles of indigo, and how do you measure them?	Are you in the habit of suing defaulting ryots for breach of contract, and how many of such cases do you institute, on the average, within the year?	Are you in the habit of giving cash advances to your ryots every year, whether such ryots be on the right side of the balance sheet or not?	What is the expense of holding and cultivating a beegah of indigo land, including rent, sowing, and all other expenditure as specified in clause 2 of Question 7, and what number of ploughs and bullocks is kept up at the factory?	If the concern holds land in talook, putni, or lease, what proportion of land in each village so held is sown with indigo through ryots?	Do you find it necessary to exercise any supervision over the contracting ryots during the season of cultivation, in order to secure the fulfilment of their contracts; and if so, in what way?	Do you permit the ryots to sow the crops usually known as the cold weather crops, on lands from which indigo has been cut during the preceding rains; that is, do you allow the indigo plants to be cut down in February or March or April, and do you allow any cold weather crop to be sown with October sowings?	Have you any knowledge of any system of advances made to carry on the cultivation of crops other than indigo; and if so, can you say how such a system works?	What is the size of the beegah in your district?
10.	11.	12.	13.	14.	15.	16.	17.	18.	19.	20.
5 to 6 seers per beegah; 1 to 1½ per seer.	5 bundles.	By a 6-foot chain.	No.	Sometimes.	About 3 Rs. 6 annas per beegah; 125 ploughs, 500 bullocks.	About 1-9th.	Yes.	Generally speaking, yes.	No.	16 cubits of 21½ inches.
2 annas per seer; 4 seers per beegah.	4 and 5.	By a 5-foot 3-inch chain.	Rarely.	No.	2 rupees.	In ilaka 1-20th, in be-ilaka 1-40th.	Yes.	Yes.	Rice and other seed crops.	95 square hatha.
6 pice per seer; 5 seers per beegah.	Five.	By a 6-foot chain.	Never.	No.	4-8 to 5 rupees.	About 1-10th	Yes.	Yes.	Yes, rice.	100 cubits square.
6 pice a seer and 7 to 8 seers per beegah.	Eight.	By a 7-foot chain.	No.	No.	Cost not stated; 50 ploughs, with 4 bullocks to the plough.	No clear answer.	Yes.	Yes.	Yes, oats, rape and mustard seed.	120 cubits of 18 inches.
2 annas per seer; 5 seers per beegah.	Eight.	By a 6-foot chain.	Never.	No.	3 rupees to 5 rupees.	No clear answer.	Yes.	Yes.	No.	From 135 to 240 square feet.
5 pice a seer; 6 seers to the beegah.	Eight.	By a 6-foot chain.	No.	No.	5 rupees.	1 to 12 beegahs.	Yes.	Yes.	Yes, opium.	180 feet square.
2 annas per seer; 2½ to 3 seers per beegah.	Eight.	By a 7-foot chain.	No.	No.	No reply.	No such cultivation.	Yes, indispensable.	Yes.	Yes, oats.	140 feet square.
2 annas per seer; 2½ seer per beegah.	Eight.	By a 7-foot chain.	Rarely.	No.	12 annas 6 pie per beegah; 22 ploughs, and 80 bullocks.	80 beegahs in each village.	Yes.	Yes.	Yes.	140 feet square.
The market price.	6 bundles.	By a 6-foot chain.	Yes, about 10 to 12 a year.	No.	No reply.	About 8 per cent.	Yes.	Yes.	Yes.	No answer.

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Appendix, No. 2.

STATEMENT showing the Number of Europeans who are recorded as Sudder Proprietors, and who hold Lands in *Putni*.

DISTRICTS.	Number of Europeans recorded as Sudder Proprietors.	Number of Estates of European Sudder Proprietors.	Aggregate Sudder Jumma.	Number of European Putnidars.	Number of Putnis held by Europeans.	Aggregate Sudder Jumma.	REMARKS.
			Rs. a. p.			*Rs. a. p.*	
Backergunge	7	23	42,092 12 4½	1	2	not known.	
Balasore	none	—	—	none	—	—	
Bancoorah	2	2	23 5 —	2	2	5,577 13 11	
Beerbhoom	4	4	4,466 3 11	1	3	6,284 4 3	Of the four sudder proprietors six two European firms are recorded as such, but the other two are known to be proprietors.
Behar	1	5	5,93s 6 1	none	—	—	
Bhagulpore	27	30	41,843 7 11½	3	3	1,553 3 5½	
Bogra	3	16	4,792 2 7½	none	—	—	
Burdwan	6	9	36,448 3 8	16	21	not known.	
Chittagong	4	6	28 4 4	none	—	—	The holdings are on various tenures, and consist entirely of small house and garden lands. No indigo or silk factories in the district.
Chumparun	7	7	not known	none	—	—	
Cuttack	none	—	—	none	—	—	
Dacca	27	26	18,521 2 11½	none	—	—	
Dinagepore	2	3	6,891 1 5½	1	1	26,227 5 11½	There are, besides three Europeans holding in farm from Government, 13 estates with an aggregate *sudder jumma* of *Rs.* 61,633. 2. 10½; scarcely any indigo, however, is grown in the district, the soil being unsuited to the cultivation of the plant.
Furreedpore	none	—	—	6	237	98,865 5 4½	This amount does not include the *sudder jumma* of the estate held by Mr. Battersby.
Hooghly	none	—	—	4	4	not known.	
Jessore	26	66	25,536 1 3½	13	34	63,490 — 1	
Malda	3	8	1,145 3 1½	3	7	16,929 8 8	
Midnapore	3	10	21,540 4 3½	1	1	50,556 1 1½	
Mongbyr	6	9	1,444 2 5½	none	—	—	But there are nine Europeans who hold, on farming leases, 18 estates, the aggregate *sudder jumma* of which is *Rs.* 19,410. 5. 9.
Moorshedabad	8	23	1,05,853 — —	9	20	1,14,394 8 —	There are, besides *putnis*, about 18 farms let out to Europeans either by Government or zemindars.
Mymensing	5	77	70,458 8 —	not known		—	
Noakolly	none	—	—	none	—	—	
Nudea	29	65	67,144 12 8½	11	21	2,26,694 6 7	Inclusive of three *durputni* mehals.
Patna	13	7	14,458 15 9	none	—	—	
Pooree	none	—	—	none	—	—	
Pubna	9	21	4,446 — 7	12	74	56,293 7 1	
Purneah	14	69	5,96,259 8 6½	3	not known.		
Rajshahye	4	7	31,758 15 —	3	3	10,074 4 —	It is believed that Messrs. Watson & Co. have absorbed, by means of purchase or transfer, the property and rights of every other European in the district.
Rungpore	none	—	—	none	—	—	
Sarun	4	8	14,904 10 6½	none	—	—	
Shahabad	5	13	889 5 6½	none	—	—	The *putni* system is not unknown in this part of the country.
Sylhet	none	—	—	none	—	—	
Tipperah	7	13	36,077 5 —	3	6	1,042 6 9	The so-called *putnis* are held from Government as *ijaras* for a term rather than as *putnis*, although the holders enjoy during that term all the rights of *bonâ fide putnidars*.
Tirhoot	11	17	12,879 1 7	none	—	—	Neither *putni* nor any similar tenure known in this district.
Twenty-four Pergunnahs	33	23	7,558 5 9	none	—	—	Sounderbund grantees are included.
TOTAL	243	567	10,84,509 6 2	92	439	6,79,882 10 —½	

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tion, and in the remuneration for Labour, in the Years 1855 and 1860,

	Mymensing.		Backergunge.		24-Pergunnahs.		Santipore, in Nuddea.		Chagdah, in Nuddea.	
	Rates of 1855.	Rates of 1860.	Rates of 1855.	Rates of 1860.	Rates of 1855.	Rates of 1860.	Rates of 1855.	Rates of 1860.	Rates of 1855.	Rates of 1860.
	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.
Wages of labo	2 –	– 4 –	– 1 6	– 2 6	– 2 –	– 3 –	– 1 6	– 2 6	– 2 –	– 3 –
Hire of a cart	5 –	– 12 –	– – none used – –		– 10 –	1 – –	– 4 –	– 8 –	– 4 –	– 6 –
Hire of a boa	– –	20 – –	– depends on number of oars		– – –	– – –	30 – –	45 – –	25 – –	35 – –
Price of coar										
by the lowe	13 –	1 12 –	1 4 –	1 14 –	1 6 to 1 12	2 2 to 2 8	1 1 –	2 4 –	– 14 –	2 4 –
Rice or grain	7 –	1 – –	– – –	– – –	– 8 –	1 1 to 1 8	– 10 –	1 6 –	– 10 –	1 2 –
Ghee, per ma	– –	40 – –	– – –	– – –	20 – –	28 to 36	17 8 –	38 8 –	23 – –	40 – –
Mustard, per	– –	10 – –			10 – –	11 – –	7 – –	11 8 –	6 8 –	10 – –
Linseed, per	– –	10 – –	16 – –	26 to 27	– – –	– – –	6 – –	10 – –	6 – –	9 – –
Common vege	pie bdl.	3 pie bdl.	– – –	– – –	– – –	double price	– from 3	to – 9	– – 3	– – 9
Tobacco, per	1 3	– 2 –	– 2 –	– 5 4	– 2 –	– 2 –	– – 9	– 1 3	– – 9	– 1 –
	8 –	4 6 –	– – –	– – –	1 14 –	3 2 –	1 2 –	1 14 –	1 4 –	2 8 –
	–	– –	1 4 –	1 4 –	– – –	– – –	– –	– –	1 – –	2 6 –
Pulses - -	–	– –	– – –	– – –	1 1 –	1 14 –	– –	– –	– – –	– – –
	–	– –	– – –	– – –	– – –	– – –	– –	– –	– – –	– – –
	–	– –	– – –	– – –	2 6 –	5 – –	– –	– –	– – –	– – –
Sola or gram,	–	– –	– – –	– – –	– – –	– – –	– –	– –	– – –	– – –
Peas, per mau	–	– –	– – –	– – –	– – –	– – –	– 15 –	1 12 –	1 3 –	1 14 –
A suit of clot	– –	1 8 –	1 2 –	1 10 –	– 12 –	1 – –	1 – –	1 4 –	1 – –	1 4 –
Fish, per seer	large F.	4 – –	– – –	50 p. ct. more	– 2 –	– 3 6	– 3 –	– 4 –	– 2 –	– 3 –
Bullock cart,	16 – –	– – –	– – –	– – –	8 to 9	12 – –	7 – –	9 – –	8 – –	10 – –
Plough, includ	10 –	1 8 –	– 13 6	– 13 6	– 12 to 1	1 12 to 1 14	1 – –	1 12 –	1 – –	1 4 –
Harrow -	8 –	1 – –	– 2 6	– 2 6	– – –	– – –	1 – –	1 4 –	1 – –	1 4 –
Kodali or mat	8 –	1 – –	6 to 8 As.	– 10 –	– 14 to 1	1 8 –	– 12 –	1 4 –	– 12 –	1 2 –
Brass pot, per	– –	1 8 –	1 4 –	2 – –	– 14 –	1 to 1 2	1 – –	1 2 –	– 12 –	1 2 –
Keep of a pai	– –	7 – –	– – –	– – –	3 8 –	7 8 –	4 – –	6 – –	3 – –	6 – –
Price of a pair	to 40	40 to 80	10 – –	20 – –	12 to 30	20 to 40	14 – –	30 – –	16 – –	36 – –
Price of a mil	– –	10 to 20	10 – –	20 – –	4 to 25	6 to 40	4 – –	8 – –	4 – –	8 – –

	Gya.		Shahabad.		Tirhoot.		Midnapore.		Pubna.	
	Rates of 1855.	Rates of 1860.	Rates of 1855.	Rates of 1860.	Rates of 1855.	Rates of 1860.	Rates of 1855.	Rates of 1860.	Rates of 1855.	Rates of 1860.
	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.
Wages of labo	1 to 2	as. 1 to 2	– 1 3	– 2 –	– 1 –	– 1 6	– 4 6	6 to 7 as.	– 1 6 to – 2 –	– 3 6
Hire of a cart	8 –	– 8 –	as. 6 to 8	as. 8 to 10	– 4 –	– 4 –	5 to 8 as.	5 to 8 as.	– 4 – to – 5 –	6 to 8 as.
Hire of a boa	– –	64 – –	– – –	– – –	20 – –	35 – –	– – no answer	– –	16 – –	25 – –
Price of coar										
by the lowe	1 –	1 14 –	1 5 4	2 – –	1 4 –	1 12 –	– 10 –	1 14 –	– 12 –	1 6 –
Rice or grain	5 –	2 1 –	1 – –	1 5 4	– 10 8	1 – –	– 8 –	1 10 –	– 8 2	1 – 8
Ghee, per ma	– –	22 8 –	11 – –	26 – –	11 8 –	16 – –	20 to 25	25 to 32	15 8 –	21 10 8
Mustard, per			5 – –	10 – –	7 – –	10 – –				
Linseed, per	8 –	6 – –	– – –	– – –	7 – –	9 – –	8 – –	12 – –	6 5 –	7 2 –
Common vege							no great quantity of them		– – 1	– – 1
Tobacco, per	4 –	– 4	– – 6	– – 6	– – 3	– – 4	– 2 –	– 2 6	– 1 –	– 1 5
	1 6	– 2 3	– 1 7	– 2 8	– 1 3	– 2 –				
	8 –	1 14 –	1 5 4	2 – –	1 7 –	1 12 –			1 8 –	2 – –
Pulses - -	–	– –	– – –	– – –	– – –	– – –				
	–	– –	– – –	– – –	1 – –	1 5 4				
	–	– –	– – –	– – –	1 5 4	2 – –	2 4 –	2 8 to 3	not cultivated.	
	–	– –	– – –	– – –	– – –	– – –				
Sola or gram,	–	– –	– – –	– – –	– – –	– – –				
Peas, per mau									1 – –	1 12 –
A suit of clot	8 –	1 14 –	– – –	– – –	– – –	– – –			1 – –	1 2 –
Fish, per seer	6 –	1 6 –	1 12 –	2 4 –	1 – –	1 8 –	1 – –	1 – –	– 1 1½	– 1 3
Bullock cart,	1 –	– 1 6	– – 6	– 1 –	– – 8	– – 8	– 2 –	– 3 –	5 8 –	9 – –
Plough, inclu	– –	30 – –	20 – –	25 – –	12 – –	15 – –	4 – –	6 to 7	2 4 –	3 – –
Harrow -	11 –	– 13 –	1 – –	1 4 –	– 7 –	– 9 –	– 2 –	– 3 –	3 – –	4 8
Kodali or mat	6 –	– 8 –	– 8 –	– 12 –	– 4 –	– 6 –	not used in this district		– 10 –	– 14 –
Brass pot, per	8 –	– 8 –	– 8 –	– 12 –	– 8 –	– 10 –	– 5 4	– 8 –	– 12 –	1 – –
Keep of a pai	– –	1 2 –	1 – –	1 2 –	1 1 –	1 6 –	– 15 –	1 2 to 1 4	– 3 4	4 – –
Price of a pai	– –	5 – –	1 11 –	3 – –	2 – –	2 8 –	1 – –	3 – –	19 – –	27 8 –
Price of a mil	– –	22 – –	20 – –	30 – –	25 – –	36 – –	10 – –	20 – –	9 – –	15 – –
	– –	– –	3 – –	4 – –	4 – –	4 – –	5 – –	12 – –		

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	Jessor	Santipore.		Hooghly.		Kishnagur.		Baraset.	
	Return per B	Return per Beegah.		Return per Beegah.		Return per Beegah.		Return per Beegah.	
	In Maunds.	In Maunds.	In Money.	In Maunds.	In Money.	In Maunds.	In Money.	In Maunds.	In Money.
		Rs.	*a.* *p.*		*Rs.* *a.* *p.*	Bees* Arreet†	*Rs.* *a.* *p.*		
Rice, early	16 mds.	1 8	11 – –	6½ mds.	10 8 3	1 6	8 10 –	8 to 11	10 to 14
Rice, late	20 „	2 8	12 – –	5¼ „	9 – –	1½ –	8 10 –	7 to 9	12 to 16
Vetches and pulse	3 „	30 to 5 mds.	5 to 9 10 9	– –	– –	1½ to 2 mds.	2 8 to 3	5 to 6	10 to 12
Barley	4 „	3 10	4 12 –	– –	– –	10 arrees	3 6 –	—	—
Oats	not grown	no cultivation	– – –	– –	– –	3½ mds.	7 – –	—	—
Wheat	5 mds.	5	9 – –	– –	– –	10 arrees	8 – –	—	—
Tobacco	5 „	6	14 – –	– –	– –	3½ mds.	42 – –	6 to 8	29 to 33
Sugar-cane	– –	5	12 8 –	200 mds.	25 – –	15 „	37 – –	10 to 12	25 to 30
Jute or hemp	6 „	4	10 – –	5 „	12 – –	5 „	10 – –	4 to 6	14 16 to 23
Mustard (Surseo and Rai)	3 „	1 15 to 3 5	3 to 6 12 8 –	2 „ – –	4 – – – – –	1¼ to 2½ 1½ mds.	3 2 to 6 4 3 – –	3 to 5 —	9 to 15 —
Sola or gram	4 „	no cultivation	—	—	—	—	—	—	—
Safflower	not grown								
Indigo grown for seed	3 mds.	2	14 – –	– –	– –	– –	– –	3 to 4	—
Mulberry	– –	no cultivation	—	—	—	—	—	—	—
Pottol, koomra, &c.	– –	20 to 30 400 in No.	40 to 70 12 8 –	200 in No.	10 – –	– –	– –	– –	6 to 22 p. beegah.
		2,000 „	10 – –	2,400 „	10 – –	—	—	—	—
Khira or cucumbers	4 „	2 to 3	6 to 9	2½ mds.	10 – –	5 mds.	25 – –	—	—
Flax	not grown	no cultivation	– – –	25 „	25 – –	—	—	—	—
Potatoes	– –								

	Patn	Sonthal, Pergunnah.		Rajshahye.		Midnapore.		Pubna.	
	Return per B	Return per Beegah.		Return per Beegah.		Return per Beegah.		Return per Beegah.	
	In Maunds.	In Maunds.	In Money.	In Maunds.	In Money.	In Maunds.	In Money.	In Maunds.	In Money.
			Rs. *s.* *p.*		*Rs.* *a.* *p.*		*Rs.* *a.* *p.*		*Rs.* *a.* *p.*
Rice, early	6 mds.	9 10 to 13	4 mds. 12 20	3 9 – 15 10 –	10 mds. 10 „	5 – – 4 – –	6 mds. 8 „	6 – – 6 – –	5 mds. 4 30 „	6 – – 6 12 6
Rice, late	6 to 10	6 10	7 „	17 8 –	5 to 6 „	3 to 4	– –	– –	4 „	4 – –
Vetches and pulse	5 to 8	to 5	– – –	– –	6 „	3 – –	– –	– –	5 „	4 – –
Barley	6 mds.	9	– – –	– –	6 „	3 – –	—	—	—	—
Oats	8 „	1 to 8	12 20	31 4 –	5 „	7 8 –	– –	– –	4 „	5 8 –
Wheat	7 „	1 to 52 8	– – –	– –	5 „	10 – –	—	—	—	—
Tobacco	7 „	2 –	25	30 5 4	12½ „	25 – –	fluctuating	40 to 100	30 „	63 12 –
Sugar-cane	15 „	2 –	– – –	– –	2 „	4 – –	– –	– –	7 „	9 10 –
Jute or hemp	– –									
Mustard (Surseo and Rai)	4 „	1 12 8	4 20	11 4 –	3 „	4 to 6	2 to 3	4 to 6	5 „	8 12 –
Sola or gram	10 „	1 to 6 8	9 —	22 8 – —	5 „	5 – – —	– –	– – —	3 „ —	4 2 – —
Safflower	5½ „	2								
Indigo grown for seed	– –	50	—	—	—	—	—	—	—	—
Mulberry	– –	– –	– – –	– –	40 „	25 – –	– –	20 – –	28 bundles	28 – –
Pottal, koomra, &c.	30 „	3 8	– – –	– –	very scarce	– –	– –	10 – –	500 mds.	7 13 –
Khira or cucumbers	10,000‡ „	1 –	– – –	4 mds.	6 – –	– –	– –	– –	600 „	9 6 –
Flax	– –	25	– – –	10 „	10 – –	—	—	—	6 „ —	8 10 – —
Potatoes	6 „	1								

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Appendix, No. 5.

STATEMENT showing the Instances in which Land has been Sold under Decrees of Courts, within the last Three Years, in Six Districts.

Denomination of Courts.	Description of Right under which the Land was Held.	Sudder Jumma.	Amount Sold for.
NUDDEA:			
Principal Sudder Ameen's Court	Lakhraj	45	
	Jotejumma	not known	150
	Lakhraj	20	
	Jotejumma	2	
	Lakhraj	14	
	Lakhraj	8	
	Jotejumma	not known	100
	Lakhraj	301	
	Jotejumma	564 5 2	225
	Putnee	1,300	5,800
	Lakhraj	405	
	Talookdaree	3,293 6 1	1,610
	Ditto	934 7 6	650
	Jotejumma	½	34 8
	Talookdaree	1,046 13 4	580
	Ditto	81 11 7	275
	Ditto	97 6 6	310
	Jotejumma	1 8	1 8
	Tulkur	not known	2,005
	Jotejumma	28	31
	Lakhraj	13	
	Talookdaree	1,857 12	5,387 10
	Ditto	371 10 7	3,100
	Ditto	1,404 13 5	7,300
	Lakhraj	251	
	Ditto	221	
	Talookdaree	not known	2,000
	Ditto	ditto	2,000
	Ditto	ditto	1,500
	Ditto	158 2 4	1,225
	Jotejumma	101 4 2	70
	Lakhraj	11 6	570
	Ditto	709 8	
	Ditto	719	
	Ditto	35 4	
	Mowroosee	483 12 6	425
	Ditto	32	1,006
	Jotejumma	1	1 4
Sudder Ameen's Court	Zemindaree	1,145 3 ¼	875
	Jotejumma	131 4 7½	505
	Ditto	137 6 ¼	7 8
	Lakhraj		151
Sudder Moonsiff's Court	Jotejumma	8	12
	Mowroosee	8	10
	Ditto	2 13 5	34 8
	Ditto	6	7 8
	Jotejumma	1	17
	Mowroosee	6	6
	Ditto	2 8	8
	Ditto	10 8	16
	Lakhraj	7	
	Ditto	52 8	
	Ditto	200	
	Mowroosee	1	10
	Ditto	6	2
	Ditto	14 8	14 8
	Jotejumma	1	20 8
	Ditto	12	6
	Mowroosee	11	9
	Jotejumma	2 8	81
	Ditto	2 9	39
	Mowroosee	1	8
	Lakhraj	45	
	Jotejumma	12	25
	Ditto	1 7	8
	Ditto	1	30
	Ditto	1 8	1 2
	Ditto	13 3	22
	Ditto	1 4	11
	Ditto	9	3
	Mowroosee	1 10	7
	Jotejumma	1 8	24 8
	Mowroosee	1 1 ½	1
	Ditto	4	4

Denomination of Courts.	Description of Right under which the Land was Held.	Sudder Jumma.	Amount Sold for.
NUDDEA—*continued.*			
Sudder Moonsiff's Court	Jotejumma	14 6	5 4
	Ditto	4	11 10
	Mowroosee	2 8	9 12
	Ditto	1	1 9
	Jotejumma	2 10 9	25
	Ditto	3 8	18 8
	Ditto	1	20
	Ditto	14	75
	Ditto	1	8 8
	Ditto	8	14 8
	Ditto	1	15
	Ditto	11	44 8
	Lakhraj		22
	Mowroosee	104	50 8
Court of the Moonsiff of Sooksagur	Lakhraj		139
	Jotejumma	not known	100
	Ditto	ditto	30
	Ditto	1 4	6 12
	Ditto	not known	11
	Ditto	ditto	22 4
	Ditto, none	9 15	82 4
	Ditto	not known	48 8
	Ditto	ditto	70
	Ditto	ditto	41 8
	Ditto	ditto	298 8
	Ditto	ditto	251
	Ditto	ditto	40
Court of the Moonsiff of Meherpore	Under-tenant	not known	17 5 6
	Ditto	8 11 2	10 8
	Putnee	not known	10
	Lakhraj		19
	Jotejumma	10 6 2	8
	Under-tenant	31	68
Court of the Moonsiff of Dowlutgunge	Mowroosee	1	3
	Lakhraj		18
	Jotejumma	22	162
	Lakhraj		13
	Jotejumma	94 4 9½	20
	Lakhraj		9 14
	Ditto		189 6
	Mowroosee	1 8	20
	Jotejumma	12 3 2½	30
	Mowroosee	2 4 3	19 12
	Ditto	3 12	20
	Ditto	8	50
	Lakhraj		93 8
	Jotejumma	5 6	10
	Ditto	12	58
	Ditto	4	29
	Mowroosee	8	35
Court of the Moonsiff of Hanskhali	Lakhraj		140
	Jotejumma	1	12
	Ditto	42 10 1	101 8
	Lakhraj		36
	Lakhraj		20 2
	Ditto		86
	Ditto		14 12
	Jotejumma	70 11 9½	80
	Lakhraj		200
	Ditto		23
	Ditto		503 12
	Zemindaree	9 2	136
	Lakhraj		102
Court of the Moonsiff of Kegaspokhuree	Jotejumma	26 8 6½	26
	Ditto	30 8	35
	Zemindaree	29 2	60
	Jotejumma	22 8	200
	Ditto	8	15
	Mowroosee	15 9 3	52
	Jotejumma	19	22 10
	Ditto	16	20
	Ditto	57 4 9	86
	Ditto	39	30

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Denomination of Courts.	Description of Right under which the Land was Held.	Sudder Jumma.	Amount Sold for.
NUDDEA—*continued.*			
Court of the Moonsiff of Panghatta	Lakhraj	- - -	177 8 -
	Ditto	- - -	112 - -
	Talookdaree	9 10 9	175 - -
	Jotejumma	17 5 3	152 - -
	Lakhraj	- - -	21 - -
	Ditto	- - -	90 - -
	Jotejumma	30 - -	181 - -
	Lakhraj	- - -	43 - -
	Jotejumma	24 8 10½	51 - -
	Ditto	43 - -	154 - -
	Ditto	23 1 7	40 - -
	Ditto	1 10 6	5 - -
	Lakhraj	- - -	21 - -
	Ditto	- - -	53 - -
Court of the Moonsiff of Santipore	Jotejumma	1 - -	17 8 -
	Ditto	not known	7 2 -
	Ditto	1 3 6	20 - -
	Ditto	1 4 -	20 - -
	Ditto	not known	39 - -
	Ditto	- ditto -	18 - -
	Mowroosee	3 12 -	7 - -
	Lakhraj	- - -	35 - -
	Zemindari	- 12 9½	12 - -
	Under-tenant*	- 8 -	50 - -
	Lakhraj	- - -	43 - -
	Jotejumma	2 9 -	82 - -
	Ditto	- 7 6	5 8 -
	Ditto	1 - -	2 10 -
	Ditto	- 10	26 - -
	Lakhraj	- - -	444 8 -
	Jotejumma	not known	3 - -
	Ditto	- ditto -	40 - -
	Lakhraj	- - -	16 8 -
	Jotejumma	- 3 3	30 - -
	Ditto	1 4 -	10 - -
	Ditto	1 8 -	13 - -
	Lakhraj	- - -	130 - -
	Jotejumma	4 4 -	172 - -
	Ditto	not known	32 - -
	Lakhraj	- - -	48 - -
	Jotejumma	35 3 9	103 - -
	Ditto	7 14 7½	105 - -
	Lakhraj	- - -	14 - -
	Ditto	- - -	42 - -
	Jotejumma	2 - -	37 - -
	Ditto	1 8 -	40 8 -
	Ditto	1 - -	34 - -
	Ditto	4 1 -	37 4 -
	Ditto	1 - -	17 8 -
	Ditto	not known	7 2 -
	Ditto	1 3 6	20 - -
	Ditto	1 4 -	20 - -
	Ditto	not known	39 - -
	Ditto	- ditto -	19 - -
	Mowroosee	2 8 -	7 - -
	Jotejumma	1 4 -	
	Lakhraj	- - -	35 - -
JESSORE:			
Judge's Court	Mowroosee jumma	not known	- 4 -
	Ganti jumma	16 8 -	41 - -
	Ditto	4 - -	6 - -
	Lakhraj	- - -	511 - -
	Ditto	- - -	63 - -
	Ditto	- - -	26 - -
	Ditto	- - -	11 - -
	Ditto	- - -	85 - -
	Ditto	- - -	4 - -
Principal Sudder Ameen's Court	Zemindaree	118 7 6	345 - -
	Ditto	64 - 6	300 - -
	Ditto	13 4 3	429 - -
	Ditto	6 - 6	260 - -
	Ditto	665 10 -¼	5,110 - -
	Ditto	392 10 6	2,310 - -
	Ditto	76 5 6	810 - -
	Ditto	638 12 2	1,805 - -
	Ditto	1,282 8 -	2,400 - -
	Ditto	8,647 13 6	17,100 - -
	Ditto	285 2 6	1,400 - -
	Ditto	869 9 9	1,100 - -
	Ditto	4 11 1	1,600 - -
	Talookdaree	42 3 10	3,865 - -
	Ditto	60 2 -¼	750 - -
	Putni	1,066 10 -	8,900 - -
	Ditto	295 13 1	56 - -

Denomination of Courts.	Description of Right under which the Land was Held.	Sudder Jumma.	Amount Sold for.
JESSORE—*continued.*			
Principal Sudder Ameen's Court	Putni	5 2 -	2 - -
	Ditto	214 - -	2,755 - -
	Ditto	192 7 -	2,225 - -
	Ditto	430 2 4	411 - -
	Ganti jumma	292 14 -	110 - -
	Ditto	28 - -	695 - -
	Ditto	46 5 3	120 - -
	Ditto	28 10 6	15 - -
	Ditto	33 - -	15 - -
	Ditto	8 4 -	2 - -
	Ditto	100 4 -	505 - -
	Ditto	4 13 -	5 - -
	Ditto	632 7 3	1,910 - -
	Ditto	9 - -	75 - -
	Ditto	290 - -	500 - -
	Dur Putni	125 - -	411 - -
	Ditto	1,845 5 2	7,565 - -
	Mowroosee jumma	53 - -	400 - -
	Ditto	29 - -	400 - -
	Ditto	771 - -	1,050 - -
	Jotejumma	47 - 8	250 - -
	Ditto	1 11 5	16 - -
	Ditto	7 - 6	2 - -
	Ditto	43 4 7	20 - -
	Ditto	2 15 7	1 - -
	Under-tenant jumma*	10 - -	3 - -
	Ditto	8 - -	2 - -
	Ditto	3 8 -	1 - -
	Ditto	40 15 4	100 - -
	Ditto	18 - -	70 - -
	Ditto	5 - -	51 - -
	Ditto	6 - -	1 - -
	Ditto	7 8 -	10 - -
	Ditto	27 - -	50 - -
	Ditto	10 2 4	40 - -
	Ditto	- 12 -	1 4 -
	Ditto	6 6 2½	30 - -
	Ditto	7 8 -	3 - -
	Lakhraj	- - -	50 - -
	Ditto	- - -	3 - -
	Ditto	- - -	60 - -
	Ditto	- - -	2 - -
	Ditto	- - -	28 - -
	Ditto	- - -	20 - -
	Ditto	- - -	12 - -
	Ditto	- - -	9 - -
	Ditto	- - -	6 - -
	Ditto	- - -	7 - -
	Ditto	- - -	3 - -
	Ditto	- - -	10 - -
	Ditto	- - -	40 - -
	Ditto	- - -	61 - -
	Ditto	- - -	3 - -
	Ditto	- - -	1 - -
	Ditto	- - -	3 - -
	Ditto	- - -	3 - -
	Ditto	- - -	6 - -
	Ditto	- - -	5 - -
	Ditto	- - -	1 - -
	Ditto	- - -	1 - -
	Ditto	- - -	1 - -
	Ditto	- - -	1 - -
	Ditto	- - -	1 - -
	Ditto	- - -	1 - -
	Ditto	- - -	5 - -
	Ditto	- - -	3 - -
	Ditto	- - -	8 - -
	Ditto	- - -	5 - -
	Ditto	- - -	1 - -
	Ditto	- - -	1 - -
	Ditto	- - -	15 - -
	Ditto	- - -	4 - -
	Ditto	- - -	5 - -
	Ditto	- - -	6 - -
	Ditto	- - -	5 - -
	Ditto	- - -	5 - -
	Ditto	- - -	10 - -
	Ditto	- - -	10 - -
	Ditto	- - -	15 - -

* *Note.*—By the term "under-tenant" is meant the person who holds under the *gautidar, jotedar*, or tenant-proprietor. The under-tenant is known by the various denominations of *koljama, koorfa*, or *shikmi*.

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Denomination of Courts.	Description of Right under which the Land was Held.	Sudder Jumma.	Amount Sold for.
JESSORE—*continued.*			
Sudder Ameen's Court	Talookdari	42 14 –	40 – –
	Mowroosee jumma	396 10 -¼	525 – –
	Ditto	43 – 10	300 – –
	Ganti jumma	25 15 2	810 – –
	Ditto	12 – –	12 – –
	Ditto	550 9 –	1,750 – –
	Ditto	457 – –	265 – –
	Ditto	156 9 5	1,322 – –
	Ditto	29 – –	10 – –
	Ditto	17 5 3	75 – –
	Ditto	130 – –	2,005 – –
	Jotejumma	13 13 10	126 – –
	Ditto	70 – –	430 – –
	Ditto	10 – –	15 – –
	Ditto	84 10 2	220 – –
	Ditto	25 3 1	10 – –
	Ditto	43 13 7	105 – –
	Ditto	146 6 5	10 – –
	Ditto	53 13 –	6 – –
	Under-tenant jumma	2 12 –	16 – –
	Ditto	2 2 –	8 – –
	Ditto	1 8 –	– 4 –
	Ditto	2 8 –	– 4 –
	Ditto	3 4 –	1 – –
	Ditto	1 4 –	1 – –
	Lakhraj	– – –	295 – –
	Ditto	– – –	1,125 – –
Sudder Moonsiff's Court	Talookdari	10 4 1¼	31 – –
	Mowroosee jumma	29 – –	2 – –
	Ditto	29 – –	25 – –
	Ditto	7 – –	22 – –
	Ditto	7 3 8½	7 – –
	Ditto	14 – –	14 – –
	Ganti jumma	22 1 3	62 – –
	Ditto	21 5 2	175 – –
	Ditto	23 14 3	31 – –
	Ditto	194 1 6	350 – –
	Ditto	37 7 5½	87 – –
	Ditto	33 4 5	106 – –
	Ditto	23 3 –	375 – –
	Ditto	80 – –	225 – –
	Ditto	15 13 7	543 – –
	Jotejumma	5 5 4	120 – –
	Ditto	19 3 2	106 – –
	Ditto	19 3 2	65 – –
	Ditto	32 4 2	25 – –
	Ditto	13 7 3	26 – –
	Ditto	4 7 9	4 – –
	Ditto	7 4 6	6 – –
	Ditto	5 5 3	70 – –
	Ditto	10 13 3	36 – –
	Ditto	69 3 3	15 – –
	Ditto	12 12 –	2 – –
	Ditto	2 6 9	2 – –
	Ditto	2 6 9	2 – –
	Ditto	6 13 7	1 – –
	Ditto	11 3 9	11 – –
	Ditto	36 13 4	157 – –
	Ditto	17 12 –	11 – –
	Ditto	12 12 9	51 – –
	Ditto	3 3 –	36 – –
	Ditto	4 11 8	20 – –
	Ditto	5 5 –	26 – –
	Ditto	2 10 7	2 – –
	Ditto	2 2 1	2 – –
	Ditto	7 – –	17 – –
	Ditto	20 8 –	107 – –
	Ditto	10 10 7	90 – –
	Ditto	6 6 6	80 – –
	Under-tenant jumma	1 4 –	1 – –
	Ditto	1 7 4	9 – –
	Ditto	10 – –	17 – –
	Ditto	2 2 –	2 – –
	Ditto	5 – –	4 – –
	Ditto	1 – –	20 – –
	Ditto	– 13 –	1 – –
	Ditto	– 8 –	1 – –
	Ditto	2 – –	9 – –
	Ditto	7 5 –	13 – –
	Ditto	1 4 –	3 – –
	Ditto	3 5 3	16 – –
	Ditto	1 10 –	1 – –
	Ditto	5 – –	1 – –
	Ditto	1 1 –	1 – –
	Ditto	– 8 –	1 – –
	Ditto	– 12 –	2 – –
	Ditto	1 – –	1 – –
	Ditto	– 3 –	1 – –

Denomination of Courts.	Description of Right under which the Land was Held.	Sudder Jumma.	Amount Sold for.
JESSORE—*continued.*			
Sudder Moonsiff's Court	Under-tenant jumma	– 14 –	1 – –
	Ditto	– 14 –	1 – –
	Ditto	1 8 –	1 – –
	Ditto	2 10 –	15 – –
	Ditto	1 6 –	8 – –
	Ditto	– 5 6	5 – –
	Ditto	1 8 –	40 – –
	Ditto	3 – –	15 – –
	Ditto	1 – –	1 – –
	Ditto	– 5 –	1 – –
	Ditto	1 – –	2 – –
	Ditto	– 10 4½	12 – –
	Ditto	2 8 –	3 – –
	Ditto	1 5 3	47 – –
	Ditto	1 10 9	not known.
	Ditto	2 2 9	– ditto.
	Ditto	3 10 9	– ditto.
	Ditto	– 8 3½	2 – –
	Ditto	– 8 3½	3 – –
	Ditto	– 10 –	2 – –
	Ditto	1 – –	10 – –
	Ditto	1 – –	44 – –
	Ditto	7 8 –	25 – –
	Ditto	1 9 –	1 – –
	Ditto	5 8 –	1 – –
	Ditto	1 1 –	1 – –
	Ditto	2 6 –	2 – –
	Ditto	1 12 –	42 – –
	Ditto	1 5 2	39 – –
	Ditto	1 – –	3 4 –
	Ditto	4 6 –	15 – –
	Ditto	2 8 –	9 – –
	Ditto	1 – –	2 8 –
	Lakhraj	– – –	15 – –
	Ditto	– – –	15 – –
Court of the Moonsiff of Jhenidah	Zemindaree	10 4 –	31 – –
	Ditto	44 10 –	1,091 – –
	Talookdaree	14 8 –	32 – –
	Under-tenant jumma	3 12 –½	25 – –
	Ditto	26 10 4	1 – –
	Ditto	18 8 –	– 8 –
	Ditto	3 – –	20 – –
	Ditto	19 13 6	30 – –
	Ditto	2 6 1½	5 – –
	Ditto	1 5 –	4 – –
	Ditto	3 8 –	10 – –
	Ditto	9 8 –	10 – –
	Ditto	4 15 3½	60 – –
	Ditto	9 2 –	26 – –
	Ditto	26 2 1	76 – –
	Ditto	15 3 –	13 8 –
	Ditto	33 1 1½	25 – –
	Ditto	18 6 8	13 – –
	Ditto	5 13 6	10 – –
	Ditto	3 12 –	4 – –
	Ditto	10 5 –	61 – –
	Ditto	7 10 10	50 – –
	Ditto	27 13 1	71 – –
	Ditto	5 4 –	40 – –
	Ditto	25 8 –	31 – –
	Ditto	47 4 –	35 – –
	Ditto	26 – –	50 – –
	Ditto	68 12 5½	25 – –
	Ditto	15 – –	26 – –
	Ditto	7 8 3½	43 – –
	Ditto	11 – –	19 – –
	Ditto	11 4 –	3 – –
	Lakhraj	– – –	50 – –
	Ditto	– – –	80 – –
Court of the Moonsiff of Lohagurra	Jotejumma	20 – –	35 – –
	Ditto	2 11 –	3 – –
	Ditto	6 – –	22 – –
	Ditto	9 – –	20 – –
	Ditto	7 5 4	73 – –
	Ditto	18 – –	108 – –
	Under-tenant jumma	1 4 –	15 – –
	Ditto	1 – –	10 – –
	Ditto	6 7 –	10 – –
	Ditto	7 11 –	11 – –
	Ditto	4 – –	5 – –
	Ditto	9 8 –	40 – –
	Ditto	1 13 –	35 – –
	Ditto	3 – –	81 – –
	Ditto	2 2 –	35 – –
	Ditto	6 6 4	26 – –
	Ditto	4 – –	20 – –
	Ditto	2 – –	8 – –

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Denomination of Courts.	Description of Right under which the Land was Held.	Sudder Jumma.	Amount Sold for.
Jessore—*continued.*			
Court of the Moonsiff of Commercolly	Jotejumma	60 1 -¼	150 – –
	Ditto	4 4 –	14 – –
	Ditto	4 4 –	16 – –
	Ditto	61 15 –	75 – –
	Ditto	81 15 –	50 – –
	Ditto	26 6 –	35 – –
	Ditto	26 6 –	35 – –
	Ditto	6 – –	50 – –
	Under-tenant jumma	1 12 –	1 – –
	Ditto	2 12 –	6 – –
	Ditto	32 13 –	67 – –
	Ditto	7 1 6	12 – –
Court of the Moonsiff of Trimohani	Ganti jumma	13 5 3½	12 – –
	Ditto	24 – –	22 – –
	Ditto	18 5 4	20 – –
	Ditto	80 – –	225 – –
	Ditto	9 1 7	51 – –
	Ditto	6 10 6	60 – –
	Under-tenant jumma	4 12 9½	4 – –
	Ditto	2 8 –	5 12 –
	Ditto	57 13 3½	50 – –
	Ditto	19 – –	5 – –
	Ditto	14 8 –	8 – –
	Ditto	7 – –	15 – –
	Ditto	19 12 1	20 – –
	Ditto	174 9 11	202 – –
	Ditto	20 8 –	12 – –
	Ditto	8 – –	17 – –
	Ditto	11 4 –	30 – –
	Ditto	1 5 –	1 – –
	Ditto	4 4 3	3 – –
	Ditto	3 3 2	3 – –
	Ditto	11 2 3½	17 – –
	Ditto	3 4 –	22 – –
	Ditto	5 13 10	5 – –
	Lakhraj	– – –	5 – –
	Ditto	– – –	5 – –
	Ditto	– – –	13 – –
	Ditto	– – –	1 – –
	Ditto	– – –	– 14 –
	Ditto	– – –	1 – –
	Ditto	– – –	5 8 –
	Ditto	– – –	5 8 –
	Ditto	– – –	1 – –
	Ditto	– – –	5 8 –
	Ditto	– – –	11 – –
	Ditto	– – –	5 – –
Fala Moonsiff's Court	Ganti jumma	168 3 6½	300 – –
	Ditto	20 – –	42 – –
	Jotejumma	3 – –	4 – –
	Ditto	1 8 –	2 – –
	Ditto	2 – –	5 4 –
	Ditto	3 12 –	5 – –
	Ditto	5 – –	8 – –
	Ditto	3 12 –	5 – –
	Ditto	3 12 –	8 – –
	Under-tenant jumma	5 1 -½	17 – –
	Ditto	22 7 4	72 – –
	Ditto	13 11 5	36 – –
	Ditto	12 6 7	25 – –
	Ditto	10 2 –	13 – –
	Ditto	8 – –	65 – –
	Ditto	18 – 7	80 – –
	Ditto	6 4 10	6 – –
	Lakhraj	– – –	60 2 –
	Ditto	– – –	230 – –
Noabad Moonsiff's Court	Mowrosee jumma	251 4 –	100 – –
	Ganti jumma	10 10 4½	13 – –
	Ditto	437 8 –	150 – –
	Jotejumma	12 – –	7 – –
	Under-tenant jumma	5 4 6	10 – –
	Ditto	5 – –	8 – –
	Ditto	5 7 8	8 – –
	Ditto	1 – –	9 – –
	Ditto	– 8 –	6 – –
	Ditto	1 – –	4 – –
	Ditto	– 12 –	3 – –
	Ditto	6 8 –	2 – –
	Ditto	2 8 –	2 – –
	Ditto	– 14 –	38 – –
Court of the Moonsiff of Singhea	Ganti jumma	64 9 2	116 – –
	Ditto	17 6 1¼	10 – –
	Ditto	20 6 6	26 – –
	Ditto	1 7 –	20 – –
	Ditto	53 12 –	5 – –
	Ditto	43 5 2	21 – –

Denomination of Courts.	Description of Right under which the Land was Held.	Sudder Jumma.	Amount Sold for.
Jessore—*continued.*			
Court of the Moonsiff of Singhea	Ganti jumma	24 6 3½	3 – –
	Ditto	34 8 4	36 – –
	Ditto	2 2 1	4 – –
	Ditto	10 10 6	1 – –
	Ditto	3 8 –	2 – –
	Ditto	30 – –	5 – –
	Ditto	12 – –	12 – –
	Ditto	2 – –	2 – –
	Ditto	17 10 –	56 – –
	Ditto	7 – –	15 – –
	Ditto	1 5 1	1 – –
	Ditto	1 6 1	1 – –
	Ditto	32 6 4½	12 – –
	Ditto	1 12 –	18 – –
	Ditto	10 8 –	65 – –
	Ditto	2 8 –	20 – –
	Ditto	1 14 –	4 – –
	Ditto	10 8 6	60 – –
	Ditto	25 9 4	115 – –
	Ditto	60 15 2	26 – –
	Ditto	2 4 1½	17 – –
	Ditto	2 4 1½	5 – –
	Ditto	16 3 –	76 – –
	Ditto	16 3 –	66 – –
	Ditto	50 5 1½	92 – –
	Ditto	38 7 6½	82 – –
	Ditto	2 – –	26 – –
	Ditto	1 8 –	13 – –
	Ditto	1 10 –	38 – –
	Ditto	4 8 3½	5 – –
	Ditto	21 6 –	40 – –
	Under-tenant jumma	18 13 6	3 – –
	Ditto	4 4 –	3 – –
	Ditto	4 4 –	3 – –
	Ditto	6 8 –	3 – –
	Ditto	2 – –	20 – –
	Ditto	6 – –	1 – –
	Ditto	3 4 –	1 – –
	Ditto	4 – –	50 – –
	Ditto	14 – –	5 – –
	Ditto	6 – –	5 – –
	Ditto	4 12 9¼	3 – –
	Ditto	3 12 –	1 – –
	Ditto	14 10 9	50 – –
	Ditto	4 14 –	6 – –
	Ditto	16 – –	6 – –
	Ditto	9 14 –	11 – –
	Ditto	7 7 6	7 – –
	Ditto	8 8 3½	106 – –
	Ditto	5 5 3½	37 – –
	Ditto	8 – –	5 – –
	Ditto	10 – –	31 – –
	Ditto	5 9 4	31 – –
	Ditto	39 8 –	12 – –
	Ditto	4 8 –	9 – –
	Ditto	27 12 5	117 – –
	Ditto	1 4 –	3 – –
	Ditto	2 – –	5 – –
	Ditto	5 – –	11 – –
	Ditto	10 10 5	9 – –
	Ditto	15 – –	11 – –
	Ditto	5 14 –	75 – –
	Ditto	12 – –	53 – –
	Ditto	9 9 –	5 – –
	Ditto	2 – –	30 – –
	Ditto	2 – –	31 – –
	Ditto	17 8 –	9 – –
	Ditto	30 – –	13 – –
	Ditto	11 – –	7 – –
	Ditto	1 10 –	35 – –
	Ditto	24 13 6	9 – –
	Ditto	1 9 3½	1 8 –
	Ditto	1 9 3½	2 – –
	Ditto	2 8 –	55 – –
	Ditto	10 – –	10 – –
	Lakhraj	– – –	135 – –
	Ditto	– – –	17 – –
Court of the Moonsiff of Sulkea	Jotejumma	37 5 1½	260 – –
	Ditto	78 12 –	55 – –
	Ditto	25 – –	151 – –
	Ditto	30 – –	33 – –
	Ditto	22 – –	34 – –
	Ditto	34 12 –	13 – –
	Ditto	30 8 –	210 – –
	Ditto	25 12 10	107 – –
	Ditto	80 12 7	1 – –
	Ditto	115 – –	80 – –
	Under-tenant jumma	7 7 –	20 – –
	Ditto	16 14 3½	46 – –
	Ditto	19 8 –	11 – –

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Denomination of Courts.	Description of Right under which the Land was Held.	Sudder Jumma	Amount Sold for
JESSORE—*continued.*			
Court of the Moonsiff of Sulken - -	Under-tenant jumma	13 6 –	14 – –
	Ditto - - -	8 3 4½	70 – –
	Ditto - - -	4 5 –	47 – –
	Ditto - - -	10 13 11	50 – –
	Ditto - - -	12 – –	21 – –
	Ditto - - -	9 – –	8 – –
	Ditto - - -	18 – –	7 – –
	Ditto - - -	10 – –	7 – –
	Ditto - - -	16 – –	15 – –
	Ditto - - -	18 – –	26 – –
	Ditto - - -	5 5 –	14 – –
	Ditto - - -	3 – –	2 – –
	Ditto - - -	16 – –	4 – –
	Ditto - - -	8 – 4	21 – –
	Ditto - - -	13 – –	32 – –
	Ditto - - -	9 – –	9 – –
	Ditto - - -	18 – –	18 – –
	Ditto - - -	9 – –	8 – –
	Ditto - - -	8 – –	1 – –
	Ditto - - -	21 – –	5 – –
	Ditto - - -	16 – –	5 – –
	Ditto - - -	8 – –	5 – –
	Ditto - - -	2 – –	20 – –
	Ditto - - -	14 – –	7 – –
	Ditto - - -	17 – –	16 – –
	Ditto - - -	8 – –	7 – –
	Ditto - - -	15 – –	3 – –
	Ditto - - -	3 – –	1 – –
	Ditto - - -	3 – –	3 – –
	Ditto - - -	24 – –	61 – –
	Ditto - - -	14 – –	9 – –
	Ditto - - -	9 8 –	24 – –
	Ditto - - -	5 – –	17 – –
	Ditto - - -	25 – –	30 – –
	Ditto - - -	9 – –	43 – –
	Ditto - - -	2 11 1	5 – –
	Ditto - - -	11 6 –	3 – –
	Ditto - - -	6 – –	5 – –
	Ditto - - -	3 8 –	11 – –
	Ditto - - -	3 – –	1 – –
	Ditto - - -	2 12 –	3 – –
	Ditto - - -	8 3 5	99 – –
	Ditto - - -	6 – –	40 – –
	Ditto - - -	2 4 –	10 – –
	Ditto - - -	4 14 1½	11 – –
	Ditto - - -	4 11 3½	9 – –
	Ditto - - -	1 12 2	5 – –
	Ditto - - -	5 5 2	5 – –
	Ditto - - -	10 9 3½	26 – –
	Ditto - - -	3 15 1	19 – –
	Ditto - - -	5 5 2	14 – –
	Ditto - - -	8 – –	14 – –
	Ditto - - -	9 – –	51 – –
	Ditto - - -	6 15 –½	11 – –
	Ditto - - -	1 8 –	30 – –
	Ditto - - -	3 – –	30 – –
	Ditto - - -	11 3 6	6 – –
	Ditto - - -	11 8 –	3 – –
	Ditto - - -	9 9 –	2 – –
	Ditto - - -	12 – –	6 – –
	Ditto - - -	16 – –	15 – –
	Ditto - - -	1 5 –	11 – –
	Ditto - - -	1 – –	1 – –
	Ditto - - -	– 12 –	1 – –
	Ditto - - -	9 5 3½	6 – –
	Ditto - - -	9 9 3½	6 – –
	Ditto - - -	16 – –	5 – –
	Ditto - - -	9 5 3½	8 – –
	Ditto - - -	16 – –	9 – –
	Ditto - - -	12 8 –	6 – –
	Ditto - - -	1 – –	3 – –
	Ditto - - -	2 10 6	26 – –
	Ditto - - -	8 – –	21 – –
	Ditto - - -	2 4 –	3 – –
	Ditto - - -	6 4 –	2 – –
	Ditto - - -	1 8 –	49 – –
	Ditto - - -	9 7 3½	13 – –
	Ditto - - -	1 – –	5 – –
	Ditto - - -	5 – –	9 – –
	Ditto - - -	26 – –	18 – –
	Ditto - - -	4 – –	7 – –
	Ditto - - -	1 – –	9 – –
	Ditto - - -	25 – –	7 – –
	Ditto - - -	27 – –	22 – –
	Ditto - - -	6 14 6	16 – –
	Ditto - - -	3 5 –	5 – –
	Ditto - - -	2 8 –	14 – –
	Ditto - - -	5 8 –	17 – –
	Ditto - - -	11 – –	43 – –
	Ditto - - -	14 12 –	11 – –
	Ditto - - -	19 4 –	22 – –
	Ditto - - -	19 10 7	20 – –

Denomination of Courts.	Description of Right under which the Land was Held.	Sudder Jumma.	Amount Sold for
JESSORE—*continued.*			
Court of the Moonsiff of Sulken -	Under-tenant jumma	11 3 2	14 – –
	Ditto - - -	2 7 6½	4 – –
	Ditto - - -	1 12 –	16 – –
	Ditto - - -	2 – –	5 – –
	Ditto - - -	5 8 –	21 – –
	Ditto - - -	5 12 –	16 – –
	Ditto - - -	8 8 –	37 – –
	Ditto - - -	15 – –	2 – –
	Ditto - - -	8 – –	3 – –
	Ditto - - -	1 – –	15 – –
	Ditto - - -	9 6 –	17 – –
	Ditto - - -	8 7 6	5 – –
	Ditto - - -	5 14 –	5 – –
	Ditto - - -	3 7 4	3 – –
	Ditto - - -	2 2 1	2 – –
	Ditto - - -	4 11 2	40 – –
	Ditto - - -	23 5 2	14 – –
	Ditto - - -	6 4 –	5 – –
	Ditto - - -	6 4 –	7 – –
	Ditto - - -	4 – –	5 – –
	Ditto - - -	12 – –	10 – –
	Ditto - - -	1 12	9 – –
	Ditto - - -	1 12 –	6 – –
	Ditto - - -	– 10 –	2 – –
	Ditto - - -	19 9 1½	41 – –
	Ditto - - -	13 9 7½	5 – –
	Ditto - - -	– – –	58 6 –
	Lakhraj - - -	– – –	34 12 –
	Ditto - - -	– – –	100 8 –
Court of the Moonsiff of Dhurnipore	Mowroosee - -	16 – –	60 – –
	Ditto - - -	2 4 –	20 – –
	Ditto - - -	23 – –	201 – –
	Ganti jumma - -	3 – –	10 – –
	Ditto - - -	15 2 –½	150 – –
	Under-tenant jumma	9 12 –	2 4 –
	Ditto - - -	13 6 2	9 – –
	Ditto - - -	13 4 1½	31 – –
	Ditto - - -	11 5 1	26 – –
	Ditto - - -	15 12 –	4 – –
	Ditto - - -	3 – –	2 – –
	Ditto - - -	6 – –	5 – –
	Lakhraj - - -	– – –	14 – –
	Ditto - - -	ditto -	136 8 –
Court of the Moonsiff of Kaloopole -	Jote jumma - -	10 12 9½	2 – –
	Ditto - - -	9 6 3½	2 – –
	Ditto - - -	6 6 –	21 – –
	Ditto - - -	3 8 –	12 – –
	Ditto - - -	1 – –	1 – –
	Ditto - - -	25 – –	46 – –
	Ditto - - -	14 – –	5 – –
	Ditto - - -	7 9 8	3 8 –
	Ditto - - -	16 5 6	7 8 –
	Ditto - - -	29 13 10	25 – –
	Ditto - - -	4 – –	8 – –
	Ditto - - -	6 10 –	36 – –
	Ditto - - -	3 8 –	2 – –
	Ditto - - -	6 6 –	1 – –
	Ditto - - -	3 8 –	1 – –
	Ditto - - -	18 8 –	7 8 –
	Ditto - - -	4 – –	15 – –
	Ditto - - -	6 – 5	133 – –
	Ditto - - -	32 7 –	6 – –
	Ditto - - -	6 12 4	25 – –
	Ditto - - -	6 – –	20 – –
	Ditto - - -	9 12 –	4 – –
	Ditto - - -	47 3 –	81 – –
	Ditto - - -	38 6 4½	205 – –
	Ditto - - -	9 12 1	207 – –
	Ditto - - -	28 10 6	100 – –
	Ditto - - -	3 8 –	13 – –
	Ditto - - -	11 12 7	57 – –
	Ditto - - -	4 9 –	135 – –
	Ditto - - -	6 7 5	26 – –
	Under-tenant jumma	3 8 –	9 – –
	Ditto - - -	1 1 –	26 – –
	Ditto - - -	2 8 –	2 4 –
	Ditto - - -	2 4 –	1 – –
	Ditto - - -	1 1 –	2 – –
	Ditto - - -	1 4 –	7 – –
	Ditto - - -	1 12 2	2 – –
	Ditto - - -	10 8 –	32 – –
	Ditto - - -	3 1 7	16 – –
MOORSHEDABAD:			
Judge's Court -	Zemindaree - -	413 11 9	4,200 – –
	Ditto - -	155 12 6	1,200 – –
	Mowroosee - -	not known -	30 – –
	Kherajee - -	- ditto -	905 – –
	Zemindaree - -	125 – 3	1,207 – –

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Denomination of Courts.	Description of Right under which the Land was Held.	Sudder Jumma.	Amount Sold for.
MOORSHEDABAD—*continued.*			
Principal Sudder Ameen's Court	Zemindaree	117 15 6	425 – –
	Ditto	49 3 3	700 – –
	Ditto	127 12 6	1,300 – –
	Ditto	1 13 3	250 – –
	Ditto	18 2 11	125 – –
	Ditto	22 9 6	211 – –
	Ditto	47 2 11	751 – –
	Ditto	117 8 3	955 – –
	Ditto	3,369 9 6	15,300 – –
	Ditto	220 8 11	3,710 – –
	Jotejumma	1 – –	1,001 – –
	Ditto	2 8 –	1,312 – –
	Ditto	40 – –	10 – –
	Ditto	43 – –	5 – –
	Ditto	52 4 –	500 – –
	Ditto	2 13 –	6 – –
	Ditto	14 6 6	12 – –
	Ditto	43 10 3	110 – –
	Ditto	56 1 3	25 – –
	Ditto	54 8 3	3,002 – –
	Ditto	9 11 –	14 8 –
	Ditto	1 1 –	17 8 –
	Ditto	– 8 6	16 – –
	Ditto	not known	576 – –
	Ditto	34 6 3	10 – –
Sudder Ameen's Court	Jotejumma	not known	9 – –
	Ditto	– ditto	5 8 –
	Ditto	– ditto	4 8 –
	Ditto	– ditto	41 – –
	Ditto	– ditto	19 10 –
	Ditto	– ditto	370 – –
	Ditto	– ditto	3 12 –
	Dur Patnee	1,160 3 11	1,317 – –
	Jotejumma	not known	12 8 –
	Ditto	– ditto	37 – –
	Ditto	6 – –	8 – –
	Ditto	not known	7 8 –
	Ditto	– ditto	2 10 –
	Ditto	– ditto	3 4 –
	Ditto	– ditto	39 – –
	Ditto	28 – –	14 – –
	Ditto	11 – –	1,525 – –
	Ditto	not known	20 4 –
	Ditto	– ditto	23 4 –
	Ditto	3 – –	925 – –
	Ditto	not known	23 4 –
	Ditto	– ditto	37 4 –
	Ditto	– ditto	24 4 –
	Ditto	– ditto	26 4 –
	Ditto	– ditto	4 4 –
	Ditto	– ditto	2 – –
	Ditto	– ditto	3 4 –
	Ditto	– ditto	4 4 –
	Ditto	1 2 –	5 12 –
	Ditto	not known	7 4 –
	Ditto	– ditto	25 – –
	Ditto	– ditto	250 – –
Sudder Ameen's Court	Ditto	– ditto	42 – –
	Ditto	12 2 3	18 8 –
	Ditto	not known	11 4 –
	Ditto	– ditto	48 4 –
	Ditto	– ditto	– 8 –
	Ditto	– ditto	13 – –
	Ditto	– ditto	46 4 –
	Ditto	– ditto	12 14 –
	Ditto	– ditto	3 8 –
	Ditto	– ditto	– 8 –
	Ditto	– ditto	40 – –
	Ditto	– ditto	5 – –
	Ditto	– ditto	15 – –
	Ditto	– ditto	179 – –
	Ditto	– ditto	182 – –
	Ditto	– ditto	212 – –
	Ditto	– ditto	125 – –
	Zemindaree	1,013 15 4	1,588 – –
	Jotejumma	not known	9 8 –
	Ditto	– ditto	10 – –
	Ditto	– ditto	14 – –
	Ditto	– ditto	14 – –
	Ditto	– ditto	11 – –
	Ditto	– ditto	40 – –
	Ditto	– ditto	1 – –
	Ditto	– ditto	3 – –
	Ditto	– ditto	450 – –
	Ditto	– ditto	1 4 –
	Ditto	– ditto	– 13 –
	Ditto	– ditto	10 – –
	Ditto	– ditto	13 – –
	Ditto	– ditto	1 8 –
	Ditto	– ditto	15 – –
	Ditto	– ditto	9 – –

Denomination of Courts.	Description of Right under which the Land was Held.	Sudder Jumma.	Amount Sold for.
MOORSHEDABAD—*continued.*			
Sudder Ameen's Court	Jotejumma	not known	8 – –
	Ditto	– ditto	4 – –
	Ditto	– ditto	5 – –
	Ditto	– ditto	1 12 –
	Ditto	– ditto	8 – –
	Ditto	– ditto	16 8 –
	Ditto	– ditto	18 – –
	Ditto	– ditto	20 – –
	Zemindaree	89 5 –	360 – –
Court of the Moonsiff of Kandhee	Jotejumma	9 – –	79 – –
	Ditto	8 – –	62 – –
	Ditto	1 5 6	34 – –
	Ditto	4 13 –	86 – –
	Ditto	not known	16 8 –
	Ditto	– ditto	81 – –
	Ditto	– ditto	29 – –
	Ditto	– ditto	55 – –
	Ditto	– ditto	12 – –
	Ditto	– ditto	– 4 –
	Ditto	– ditto	5 – –
	Ditto	– ditto	4 – –
	Ditto	3 2 –	106 – –
	Ditto	7 – –	25 – –
	Ditto	2 8 –	25 – –
	Ditto	not known	121 – –
	Ditto	– ditto	26 – –
	Ditto	– ditto	50 – –
	Ditto	1 – –	2 – –
	Ditto	– – 7	3 8 –
	Ditto	– – 7	– 8 –
	Ditto	not known	13 4 –
	Ditto	4 8	2 – –
	Ditto	not known	121 – –
	Ditto	– ditto	26 – –
	Ditto	– ditto	50 – –
	Ditto	– ditto	108 – –
	Ditto	– ditto	510 – –
	Ditto	– ditto	52 4 –
	Ditto	– ditto	24 – –
	Ditto	– ditto	12 12 –
	Ditto	– ditto	20 8 –
Court of the Moonsiff of Kandhee	Zemindaree	1,543 13 4	475 – –
	Ditto	1,543 13 4	1,055 – –
	Jotejumma	6 8 –	8 – –
	Ditto	11 8 –	10 – –
	Ditto	4 – –	4 – –
	Ditto	4 6 –	4 – –
	Ditto	3 4 –	1 12 –
	Ditto	2 3 –	1 4 –
	Ditto	3 – –	1 12 –
	Ditto	3 – –	1 8 –
	Ditto	2 3 –	1 4 –
	Ditto	4 – –	1 8 –
	Ditto	24 8 7	10 – –
	Ditto	7 – –	40 – –
	Ditto	12 8 –	40 – –
	Ditto	– 12 –	3 8 –
Court of the Moonsiff of Hurhurpara	Jotejumma	not known	292 11 –
	Zemindaree	– ditto	93 8 –
	Jotejumma	– ditto	3 14 6
	Ditto	– ditto	9 13 6
	Ditto	7 13 –	18 – –
	Ditto	34 15 4	85 – –
	Ditto	3 11 4	5 12 –
	Ditto	not known	4 – 11
	Ditto	not known	47 8 –
	Ditto	– ditto	36 2 –
	Ditto	– ditto	15 12 –
	Ditto	– ditto	67 4 –
Court of the Moonsiff of Gowas	Zemindaree	53 2 6	205 – –
	Resumed Lakhraj	301 – –	130 – –
	Jotejumma	59 14 3	14 – –
	Koorfa Jote	not known	94 – –
	Ditto	– ditto	9 – –
	Ditto	– ditto	23 6 –
	Ditto	4 6 4	45 – –
	Ditto	not known	8 – –
	Ditto	– ditto	6 – –
	Ditto	– ditto	5 4 –
	Ditto	– ditto	9 12 –
	Ditto	– ditto	25 2 –
	Ditto	– ditto	29 8 –
	Ditto	– ditto	11 3 –
	Ditto	– ditto	4 8 –
	Ditto	1 11 –	1 10 –
	Ditto	not known	14 7 6
	Ditto	– ditto	

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Denomination of Courts.	Description of Right under which the Land was Held.	Sudder Jumma.	Amount Sold for.
MOORSHEDABAD—*continued.*			
Court of the Moonsiff of Gowas	Koorfa Jote	Not known	1 6 –
	Ditto	ditto	8 12 –
	Ditto	ditto	40 4 –
	Jotejumma	244	82 – –
	Koorfa Jote	Not known	40 – –
	Ditto	ditto	102 4 –
	Zemindaree	22 9 1	285 – –
	Ditto	116 14 2	275 – –
	Jotejumma	Not known	27 – –
	Ditto	10 6 –	50 – –
Court of the Moonsiff of Lallbagh	Ditto	105 15 –	106 15 –
	Ditto	Not known	60 – –
	Ditto	ditto	7 – –
	Ditto	ditto	67 – –
	Ditto	ditto	52 – –
	Ditto	ditto	9 – –
	Ditto	3 3 –	14 8 –
	Jotejumma	Not known	13 5 –
	Ditto	ditto	35 2 –
	Ditto	ditto	12 8 –
	Ditto	ditto	7 – –
	Ditto	ditto	11 – –
	Ditto	ditto	3 11 6
	Ditto	ditto	1 3 –
	Ditto	ditto	2 – –
	Ditto	ditto	340 – –
	Ditto	ditto	2 4 –
	Ditto	ditto	24 8 –
	Ditto	ditto	34 7 –
	Ditto	ditto	12 12 –
	Ditto	ditto	40 – –
	Ditto	ditto	9 – –
	Ditto	ditto	22 – –
	Ditto	ditto	1 13 3
	Ditto	ditto	22 8 –
	Ditto	ditto	6 – –
	Ditto	ditto	7 – –
	Ditto	ditto	64 – –
	Ditto	ditto	9 – –
	Ditto	ditto	15 – –
	Ditto	ditto	110 8 –
	Ditto	ditto	15 – –
	Ditto	ditto	42 – –
	Ditto	ditto	20 – –
	Ditto	ditto	22 8 –
	Ditto	ditto	1 2 –
	Ditto	ditto	4 14 –
	Ditto	ditto	4 – –
	Ditto	ditto	8 12 –
	Ditto	ditto	1 6 –
	Ditto	ditto	19 12 –
	Ditto	ditto	62 4 –
	Ditto	ditto	3 4 –
	Ditto	ditto	8 4 –
Court of the Moonsiff of Jungbypore	Ditto	ditto	29 4 –
	Ditto	ditto	63 4 –
	Ditto	ditto	6 8 –
	Ditto	ditto	29 – –
	Ditto	ditto	2 12 –
	Ditto	ditto	18 – –
	Ditto	ditto	2 1 –
	Ditto	ditto	29 8 –
	Ditto	ditto	1 8 –
	Ditto	ditto	5 – –
	Ditto	ditto	10 – –
	Ditto	ditto	13 6 –
	Ditto	ditto	5 6 –
	Ditto	ditto	5 – –
	Ditto	ditto	12 5 –
	Ditto	ditto	1 – –
	Ditto	ditto	32 1 –
	Ditto	ditto	– 14 –
	Ditto	ditto	2 8 –
	Ditto	ditto	61 – –
	Ditto	ditto	16 – –
	Ditto	ditto	24 – –
	Ditto	ditto	4 – –
	Ditto	ditto	12 12 –
	Ditto	ditto	6 – –
	Ditto	ditto	18 4 –
	Ditto	ditto	30 – –
	Ditto	ditto	21 – –
	Ditto	ditto	41 – –
	Ditto	ditto	1 5 –
	Ditto	ditto	10 – –
	Ditto	ditto	8 – –
	Ditto	ditto	44 – –
	Ditto	ditto	10 – –
	Ditto	ditto	46 – –
	Ditto	ditto	102 – –
	Ditto	ditto	93 – –
	Ditto	ditto	109 – –
	Ditto	ditto	187 – –

Denomination of Courts.	Description of Right under which the Land was Held.	Sudder Jumma.	Amount Sold for.
MOORSHEDABAD—*continued.*			
Court of the Moonsiff of Jungbypore	Jotejumma	Not known	408 8 –
	Ditto	ditto	94 4 –
	Ditto	ditto	42 – –
	Ditto	ditto	16 – –
	Ditto	ditto	12 – –
	Ditto	ditto	7 8 –
	Ditto	ditto	20 – –
	Ditto	ditto	6 8 –
	Ditto	ditto	14 12 –
	Ditto	ditto	34 – –
	Ditto	ditto	18 – –
	Ditto	ditto	13 3 –
	Ditto	ditto	103 – –
	Ditto	ditto	150 – –
	Ditto	ditto	16 – –
	Ditto	ditto	2 – –
	Ditto	ditto	12 – –
	Ditto	ditto	13 – –
	Ditto	ditto	30 – –
	Ditto	ditto	1 – –
	Ditto	ditto	10 – –
	Ditto	ditto	96 – –
	Ditto	ditto	15 – –
	Ditto	ditto	87 – –
	Ditto	ditto	2 8 –
	Ditto	ditto	32 12 –
	Ditto	ditto	7 4 –
	Ditto	ditto	32 – –
	Ditto	ditto	20 – –
	Ditto	ditto	61 – –
	Ditto	ditto	46 8 –
	Ditto	ditto	36 8 –
	Ditto	ditto	5 – –
	Ditto	ditto	53 12 –
	Ditto	ditto	4 12 –
	Ditto	ditto	1 4 –
	Ditto	ditto	2 4 –
	Ditto	ditto	63 1 –
	Ditto	ditto	19 4 –
	Ditto	ditto	9 – –
	Ditto	ditto	42 4 –
	Ditto	ditto	30 4 –
	Ditto	ditto	70 – –
	Ditto	ditto	25 8 –
	Ditto	ditto	24 4 –
	Ditto	ditto	65 4 6
	Ditto	ditto	15 4 –
	Ditto	ditto	6 – –
	Ditto	ditto	90 – –
	Ditto	ditto	36 4 –
	Ditto	ditto	39 12 –
	Ditto	ditto	240 4 –
	Ditto	ditto	1 – –
	Ditto	ditto	3 – –
	Ditto	ditto	8 10 –
	Ditto	ditto	2 – –
	Ditto	ditto	1 – –
	Ditto	ditto	11 8 –
	Ditto	ditto	11 9 –
	Ditto	ditto	23 1 –
	Ditto	ditto	50 – –
	Ditto	ditto	4 – –
	Ditto	ditto	3 2 –
	Ditto	ditto	3 – –
	Ditto	ditto	75 – –
	Ditto	ditto	27 – –
	Ditto	ditto	3 – –
	Ditto	ditto	39 6 –
	Ditto	ditto	29 12 –
	Ditto	ditto	16 – –
	Ditto	ditto	10 – –
	Ditto	ditto	25 4 –
	Ditto	ditto	323 – –
	Ditto	ditto	81 – –
	Ditto	ditto	18 – –
	Ditto	ditto	23 – –
	Ditto	ditto	6 10 –
	Ditto	ditto	6 10 –
	Ditto	ditto	3 4 –
	Ditto	ditto	6 6 –
	Ditto	ditto	– 12 –
	Ditto	ditto	48 6 –
	Ditto	ditto	180 – –
	Ditto	ditto	40 – –
	Ditto	ditto	7 8 –
	Ditto	ditto	38 – –
	Ditto	ditto	16 – –
	Ditto	ditto	7 4 –
	Ditto	ditto	8 – –
	Ditto	ditto	21 3 –
	Ditto	ditto	16 4 –
	Ditto	ditto	20 4 –
	Ditto	ditto	22 – –
	Ditto	ditto	19 8 –

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Denomination of Courts.	Description of Right under which the Land was Held.	Sudder Jumma.	Amount Sold for.
DACCA:			
Judge's Court -	Zemindaree or Talookdaree.	194 2 1½	53 - -
	Ditto - - -	50 1 2½	230 - -
	Zemindaree or Talookdaree.	840 15 3½	2,700 - -
	Ditto - - -	946 11 2½	2,000 - -
	Ditto - - -	55 2 6	140 - -
	Ditto - - -	2 6 5	27 - -
Principal Sudder Ameen's Court	Ditto - - -	26 2 1½	34 - -
	Ditto - - -	499 15 9½	600 - -
	Ditto - - -	109 8 2	1,300 - -
	Ditto - - -	53 13 10½	615 - -
	Jotejumma and undertenant.	64 2 4	202 - -
	Ditto - - -	234 - -	500 - -
	Zemindaree - -	397 11 4½	910 - -
	Ditto - - -	78 13 11	825 - -
	Ditto - - -	10 10 8	16 - -
	Ditto - - -	3 - 6	505 - -
Sudder Ameen's Court - -	Ditto - - -	102 6 5	1,407 - -
	Ditto - - -	68 10 -	1,150 - -
	Ditto - - -	34 2 1½	165 - -
	Putnee - - -	83 - -	1,261 - -
	Jotejumma	6 - -	251 - -
	Ditto - - -	9 - -	8 - -
	Ditto - - -	- 3 -	21 - -
	Ditto - - -	5 15 -	10 - -
	Zemindaree - -	1,898 10 8	87 - -
	Ditto - - -	- 5 4	41 - -
	Ditto - - -	26 - 6½	70 - -
	Ditto - - -	35 10 11½	49 - -
	Ditto - - -	961 1 -¾	2,000 - -
	Jotejumma - -	- 1 9	6 - -
	Ditto - - -	- 1 9	3 - -
	Ditto - - -	- 1 9	8 - -
Sudder Moonsiff's Court - -	Ditto - - -	- 1 9	3 - -
	Ditto - - -	- 1 9	1 - -
	Ditto - - -	- 1 9	3 4 -
	Ditto - - -	- 1 9	6 - -
	Ditto - - -	- 1 9	6 - -
	Ditto - - -	- 1 9	1 4 -
	Ditto - - -	- 1 9	6 9 -
	Ditto - - -	- 1 9	8 - -
	Ditto - - -	- 1 9	4 - -
	Ditto - - -	- 1 9	12 - -
	Ditto - - -	8 1 -	42 - -
	Ditto - - -	5 2 -	12 - -
	Zemindaree - -	11 4 -	106 - -
	Ditto - - -	30 9 4	11 - -
	Ditto - - -	25 - -	100 4 -
	Ditto - - -	25 - -	101 - -
	Ditto - - -	13 8 -	8 - -
	Ditto - - -	1 1 -	16 - -
	Ditto - - -	- 10 6	8 - -
	Ditto - - -	15 14 4	160 - -
	Ditto - - -	3 3 2½	25 - -
	Ditto - - -	- 1 -	5 - -
	Ditto - - -	- 4 8	43 - -
	Ditto - - -	Not known -	13 14 -
	Ditto - - -	- 2 -	23 - -
	Ditto - - -	- 9 3	35 - -
	Ditto - - -	4 7 10½	31 - -
Court of the Moonsiff of Naraingauge - -	Ditto - - -	25 9 7	43 - -
	Ditto - - -	14 10 7	42 - -
	Ditto - - -	145 14 -	9 - -
	Ditto - - -	145 14 -	4 - -
	Ditto - - -	101 14 6	31 - -
	Ditto - - -	- 3 -	7 2 -
	Ditto - - -	1 1 6	11 - -
	Ditto - - -	- 11 -	5 - -
	Ditto - - -	- 3 -	3 - -
	Ditto - - -	- 14 -	4 8 -
	Ditto - - -	- 5 6	7 4 -
	Ditto - - -	26 2 4½	81 - -
	Ditto - - -	2 4 6½	25 - -
	Ditto - - -	1 2 6	2 4 -
	Ditto - - -	- 2 -	32 - -
	Ditto - - -	Not known -	14 - -
	Ditto - - -	6 14 11	156 - -
	Ditto - - -	71 10 4	200 - -
	Ditto - - -	- 4 -	62 - -
	Zemindaree - -	95 3 3	160 - -
	Ditto - - -	18 11 7	141 - -
Court of the Moonsiff of Bohor - -	Ditto - - -	14 14 9	114 - -
	Putnee - - -	4 12 -	30 - -
	Ditto - - -	1 1 9½	6 - -
	Ditto - - -	- 8 6	11 8 -
	Ditto - - -	- 3 -	8 4 -

Denomination of Courts.	Description of Right under which the Land was Held.	Sudder Jumma.	Amount Sold for.
DACCA—*continued.*			
Court of the Moonsiff of Bohor - -	Putnee - - -	1 5 -	12 - -
	Ditto - - -	1 10 -	10 8 -
	Ditto - - -	2 - -	8 8 -
	Ditto - - -	30 5 2	305 - -
	Ditto - - -	3 9 -	750 - -
Court of the Moonsiff of Pullas - -	Zemindaree - -	65 9 -	155 7 -
	Ditto - - -	200 4 9	363 - -
	Ditto - - -	Not known -	42 15 -
	Ditto - - -	- ditto -	32 - -
	Ditto - - -	- ditto -	15 - -
	Ditto - - -	- ditto -	35 - -
	Ditto - - -	- ditto -	168 15 10
	Lakhraj - - -	- - -	26 8 9
	Ditto - - -	- - -	91 - -
FURREEDPORE:			
	Zemindaree or Talookdaree.	1,939 8 -	7 - -
	Ditto - - -	3 15 11½	525 - -
	Ditto - - -	11 6 6	675 - -
	Ditto - - -	12 8 6	222 - -
	Ditto - - -	5 13 10½	100 - -
	Ditto - - -	619 11 4	1,100 - -
	Ditto - - -	3 - 3	3 8 -
	Ditto - - -	130 6 5	38 - -
	Ditto - - -	1,531 10 11½	396 - -
	Putni - - -	106 10 8	3,735 - -
	Lakhraj - - -	" - "	12 - -
	Jot-jumma and undertenant.	20 - -	221 - -
	Ditto - - -	22 - -	68 - -
	Ditto - - -	51 3 2½	510 - -
	Ditto - - -	41 9 7	3 - -
	Ditto - - -	2 13 10	1 - -
	Ditto - - -	4 8 6	1 - -
	Ditto - - -	3 12 -	250 - -
	Ditto - - -	180 - -	200 - -
	Ditto - - -	19 4 -	18 - -
	Ditto - - -	40 1 11	52 8 -
	Ditto - - -	45 5 4	20 - -
	Ditto - - -	166 12 6	193 - -
	Ditto - - -	78 6 8	3 - -
Principal Sudder Ameen's Court	Ditto - - -	37 5 7	1,615 - -
	Ditto - - -	6 6 5	3,005 - -
	Ditto - - -	6 9 7	135 - -
	Ditto - - -	6 6 5	70 - -
	Ditto - - -	37 14 7½	350 - -
	Ditto - - -	100 12 -	600 - -
	Ditto - - -	- 8 -	1 9
	Ditto - - -	Not known -	6 - -
	Ditto - - -	182 - -	690 - -
	Ditto - - -	- 1 -	3 - -
	Ditto - - -	- 2 -	5 - -
	Ditto - - -	1 10 8	9 - -
	Jotejumma - -	- 8 -	7 - -
	Ditto - - -	2 - -	30 - -
	Ditto - - -	186 2 2	5,830 - -
	Ditto - - -	17 1 1	250 - -
	Ditto - - -	10 10 8	120 - -
	Ditto - - -	10 10 8	150 - -
	Ditto - - -	10 10 8	230 - -
	Ditto - - -	28 - 2	501 - -
	Ditto - - -	64 - -	1,425 - -
	Ditto - - -	160 5 -	201 - -
	Ditto - - -	30 6 8	60 - -
	Ditto - - -	686 - -	1,562 - -
	Zemindaree - -	888 14 -½	280 - -
	Ditto - - -	28 11 9	165 - -
	Ditto - - -	234 10 8	1,070 - -
	Zemindaree - -	440 11 8½	52 - -
	Ditto - - -	41 10 8	240 - -
	Ditto - - -	7 8 6½	150 - -
	Ditto - - -	211 10 -	65 - -
	Ditto - - -	19 7 4	55 - -
	Ditto - - -	14 8 7	50 - -
	Ditto - - -	372 4 3½	80 - -
	Ditto - - -	10 6 7	10 - -
	Lakhraj - - -	- - -	110 - -
	Jotejumma	19 10 -	15 - -
Sudder Moonsiff's Court -	Ditto - - -	9 8 -	20 - -
	Ditto - - -	24 - -	37 - -
	Ditto - - -	16 - -	42 - -
	Ditto - - -	8 - -	8 - -
	Ditto - - -	1 - -	4 - -
	Ditto - - -	4 - -	13 - -
	Ditto - - -	6 4 -	1,340 - -
	Ditto - - -	8 12 3½	16 - -
	Ditto - - -	14 15 2	102 - -
	Ditto - - -	12 - -	14 - -
	Ditto - - -	9 5 4½	40 - -
	Ditto - - -	41 11 10	13 - -

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Denomination of Courts.	Description of Right under which the Land was Held.	Sudder Jumma.	Amount Sold for.
FURREEDPORE—*continued.*			
Sudder Moonsiff's Court—*cont^d.*	Jotejumma	28 6 1½	9 – –
	Ditto	29 2 2½	38 – –
	Ditto	20 – 4	70 – –
	Ditto	21 7 3	40 – –
	Ditto	2 4 –	7 – –
	Ditto	3 12 –	7 – –
	Ditto	1 8 –	4 – –
	Ditto	– 12 –	4 – –
	Ditto	9 12 11	16 – –
	Ditto	53 5 –	200 – –
	Ditto	10 5 1½	50 – –
	Ditto	9 – 9	5 – –
	Ditto	12 12 9	9 – –
	Ditto	254 2 4	600 – –
	Ditto	4 15 3	80 – –
	Ditto	14 4 10	105 – –
	Ditto	154 5 10	1,350 – –
	Ditto	4 10 –	23 – –
	Ditto	10 – –	76 – –
	Ditto	10 11 2	145 – –
	Ditto	1 12 –	½ – –
	Ditto	2 12 9	20 – –
	Ditto	2 4 3	5 – –
	Ditto	28 – –	375 – –
	Ditto	4 10 6	18 – –
	Ditto	40 12 9	46 – –
	Ditto	64 6 11½	42 – –
	Ditto	22 11 8	26 – –
	Ditto	7 14 1	46 – –
	Ditto	155 7 –	140 – –
	Ditto	4 1 9	29 – –
	Ditto	12 12 9	14 – –
	Ditto	3 10 –	102 – –
Court of the Moonsiff of Manickgunge	Zemindaree	Not known	25 – –
	Ditto	12 – 7½	30 – –
	Ditto	3 3 2½	42 – –
	Ditto	1 15 11	50 – –
	Ditto	20 12 5½	50 – –
	Ditto	1 8 –	5 – –
	Ditto	– 5 –	5 – –
	Ditto	13 14 5½	15 – –
	Ditto	1 4 5½	37 – –
	Ditto	– 4 –	32 – –
	Ditto	2 2 –	100 9 –
	Ditto	2 2 –	8 – –
Court of the Moonsiff of Lechaguage	Zemindaree	98 7 2½	40 – 2
	Ditto	29 3 2½	13 – –
	Ditto	6 6 6	8 – –
	Ditto	25 8 6	13 – –
	Ditto	201 5 –	530 – –
	Ditto	57 13 1	150 – –
	Ditto	27 11 9	10 – –
	Ditto	152 11 9½	555 – –
	Ditto	57 9 7	270 – –
	Ditto	38 6 5	310 – –
	Ditto	141 12 3	610 – –
	Ditto	493 12 9½	1,624 – –
	Ditto	214 11 8½	101 – –
	Ditto	1 7 3½	83 – –
	Ditto	229 1 9½	975 – –
	Ditto	20 10 4½	101 – –
	Ditto	– 5 7½	35 – –
	Jotejumma	8 13 –	125 – –
	Ditto	4 5 9	60 – –
	Ditto	378 9 3½	70 – –
	Ditto	4 4 3	41 – –
	Ditto	151 – –	16 – –
	Ditto	28 12 9½	825 – –
	Ditto	2 2 2½	17 4 –
	Ditto	187 7 10	10 – –
	Ditto	– 1 8	190 – –
	Ditto	Not known	135 – –
	Ditto	2 8 –	52 – –
	Ditto	Not known	30 – –
	Ditto	– 4 –	13 – –
	Ditto	– – 6½	13 – –
	Ditto	8 – –	9 – –
Court of the Moonsiff of Bhanga	Zemindaree	6 4 –	1,340 – –
	Ditto	10 2 2	70 – –
	Ditto	12 4 3	132 – –
	Ditto	12 – –	77 – –
	Ditto	15 3 3	32 – –

Denomination of Courts.	Description of Right under which the Land was Held.	Sudder Jumma.	Amount Sold for.
FURREEDPORE—*continued.*			
Court of the Moonsiff of Bhanga—*continued.*	Zemindaree	Not known	10 – –
	Ditto	2 3 1½	135 – –
	Ditto	11 6 6½	460 – –
	Lakhraj	– – –	100 – –
	Ditto	– – –	22 – –
	Ditto	– – –	17 – –
	Ditto	– – –	15 – –
	Ditto	– – –	15 4 –
	Jotejumma	22 4 4½	200 – –
	Ditto	205 14 2	100 – –
	Ditto	4 4 3	34 – –
	Ditto	12 4 3	23 4 9
	Ditto	3 11 3	10 8 –
	Ditto	4 4 3	21 – –
	Ditto	28 13 10½	135 – –
	Ditto	32 – –	68 – –
	Ditto	1 10 –	20 8 –
	Ditto	3 3 2	6 – –
	Ditto	9 5 4½	40 – –
	Ditto	53 14 10½	33 – –
	Ditto	5 8 –	32 – –
	Ditto	36 9 4	44 – –
	Ditto	154 5 10½	1,350 – –
	Ditto	113 1 –½	900 – –
	Ditto	10 – –	137 – –
	Ditto	95 3 9	445 – –
	Ditto	4 10 8	18 – –
	Ditto	40 12 9	46 – –
	Ditto	14 14 –	32 – –
	Ditto	3 3 2	2 – –
Court of the Moonsiff of Muxudpore	Zemindaree	24 1 1	315 – –
	Ditto	187 12 2	750 – –
	Ditto	17 – 3	232 – –
	Ditto	11 11 9	41 – –
	Ditto	3 12 3	6 – –
	Ditto	10 10 8	54 – –
	Ditto	28 1 2	65 – –
	Ditto	1 4 3	16 – –
	Ditto	6 15 –	29 – –
HOOGHLY:			
Judge's Court	Zemindaree	6 12 –½	308 – –
	Putni	426 8 6	10,022 – –
	Jotejumma	40 3 –	134 12 –
	Lakhraj	– – –	492 8 –
Principal Sudder Ameen's Court	Zemindaree	1,702 6 2	8,855 – –
	Putni	6,246 15 4	9,320 – –
	Jotejumma	417 7 –	3,306 6 –
	Aymah	– 5 11	66 4 –
	Lakhraj	– – –	5,327 6 –
Adl. Pl. Sudder Ameen's Court	Jotejumma	131 7 –	1,013 8 –
	Lakhraj	– – –	303 9 –
Sudder Ameen's Court	Zemindaree	101 11 7	310 – –
	Jotejumma	27 3 4	1,664 8 –
	Lakhraj	– – –	1,606 8 –
Sudder Moonsiff's Court	Zemindaree	5 13 6	311 – –
	Jotejumma	209 13 8	834 12 –
	Lakhraj	– – –	592 – –
Court of the Moonsiff of Pandooah	Jotejumma	360 15 11	832 4 –
	Aymah	152 3 –½	180 – –
	Lakhraj	– – –	729 11 –
Court of the Moonsiff of Serampore	Jotejumma	848 4 –	1,860 14 –
	Lakhraj	– – –	138 – –
Court of the Moonsiff of Sulkeah	Jotejumma	121 6 8	1,515 13 –
Court of the Moonsiff of Hurripal	Jotejumma	124 6 9	62 8 –
	Lakhraj	– – –	361 8 –
Court of the Moonsiff of Oolooberia	Jotejumma	211 12 –	59 4 –
Court of the Moonsiff of Jahanabad	Jotejumma	709 13 10½	424 13 9
	Lakhraj	– – –	1,211 14 9
Court of the Moonsiff of Amtah	Jotejumma	650 15 –	1,711 8 9
	Lakhraj	– – –	1,704 14 –

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Appendix, No. 6.

STATEMENT showing the Sale of Estates for Arrears of Government Revenue and on other Accounts for the last Three Years. In several instances the Gross Rental was not known, and Cyphers, or "Not available," are inserted in such cases.

Number of Estates sold.	Sudder Jumma.	Price at which the Estate was knocked down.	Estimated Gross Rental.
1	13 5 3	24 – –	26 10 6
2	11 8 7	41 – –	23 1 2
3	3 5 11½	16 – –	6 11 11
4	1 7 10	9 – –	2 15 8
5	77 3 3	755 – –	154 6 6
6	6 9 11	41 – –	13 3 10
7	4 2 1	19 – –	8 4 2
8	38 – 1½	72 – –	76 – 3
9	1 – –	9 – –	2 – –
10	3 2 6	3 4 –	6 5 –
11	10 5 –	1 – –	20 10 –
12	1 9 4	13 – –	3 2 8
13	– 14 7	– 1 –	1 11 2
14	3 13 3	5 – –	7 10 6
15	– 3 7	1 4 –	– 7 2
16	3 10 2	– 1 –	7 4 4
17	5 7 2	– 1 –	– 2 4
18	– 10 5	3 – –	1 4 10
19	– 10 1	3 4 –	1 4 2
20	1 12 3	3 – –	3 8 6
21	8 6 6	50 – –	16 13 –
22	9 – 6	25 – –	18 1 –
23	– 4 3	1 12 –	6 – –
24	– 10 6	1 4 –	1 5 –
25	30 11 1	160 – –	61 6 2
26	– 6 1	1 4 –	– 12 2
27	7 11 10½	46 – –	15 7 9
28	3 12 3½	12 – –	7 8 7
29	3 14 7	45 – –	7 13 2
30	1 13 8	6 – –	3 11 4
31	– 5 10	1 8 –	– 11 8
32	– 5 9	11 – –	– 11 6
33	11 14 11	55 – –	23 13 10
34	59 3 6	170 – –	118 7 –
35	– 5 9	3 8 –	– 11 6
36	82 13 5	106 – –	165 10 10
37	21 11 5	12 – –	43 6 10
38	12 11 11	30 – –	25 7 10
39	13 10 8	25 – –	27 5 4
40	51 4 11	260 – –	102 9 10
41	14 12 8	180 – –	29 9 4
42	10 9 7	590 – –	21 3 2
43	57 10 3	60 – –	115 4 6
44	74 13 8½	130 – –	149 11 5½
45	917 15 1	201 – –	235 14 2
46	4 15 –	6 – –	9 14 –
47	– 7 5	3 8 –	– 14 10
48	6 – 9	11 – –	12 1 6
49	2 10 7	15 – –	5 5 2
50	21 11 5	13 – –	43 6 10
51	30 2 2	125 – –	60 4 4
52	74 13 8½	28 – –	119 11 5½
53	12 15 7	44 – –	25 13 2
54	1 11 7	2 4 –	3 7 2
55	74 13 8½	31 – –	149 11 5½
56	– 7 5	3 – –	– 14 10
57	1 1 –	2 8 –	2 2 –
58	– 3 8	1 8 –	– 7 4
59	1 9 10	4 – –	3 3 8
60	– 7 –	1 8 –	– 14 –
61	5 12 3	7 – –	11 8 6
62	3 13 3	5 – –	7 10 6
63	– 3 –	1 1 –	– 6 –
64	– 7 3	1 12 –	– 14 6
65	5 9 7	18 – –	11 3 2
66	5 7 11	7 – –	10 15 10
67	– 5 5½	1 1 –	– 10 11½
68	7 – –	31 – –	14 – –
69	2 14 4	1 – –	5 12 –
70	– 9 –	10 – –	1 2 –
71	40 14 10	1 1 –	81 13 8
72	1 7 –	14 – –	2 14 –
73	– 8 4	1 1 –	1 – 8
74	74 13 8½	37 – –	149 11 5½
	JESSORE.		
75	24 7 3	12 – –	
76	212 10 10	2,100 – –	
77	6 12 2	107 – –	
78	7 2 10	395 – –	
79	32 – –	510 – –	
80	7 7 6	415 – –	
81	8 11 4	390 – –	
82	5 10 2	80 – –	
83	7 13 11	100 – –	
84	7 9 6	41 – –	
85	117 1 3	101 – –	Not available.
86	24 1 –	130 – –	
87	1 – 10	30 – –	
88	1 10 6	33 – –	
89	21 6 –	212 – –	
90	– 2 2	20 – –	
91	8 12 10	9 – –	
92	10 2 2	" " "	
93	56 9 1	230 – –	
	PURNA.		
94	1,847 7 8	525 – –	
	MOORSHEDABAD.		
95	1 5 2	1 5 2	1 8 –
96	– 8 –	1 – –	1 – –
97	– 14 3	1 – –	1 6 –
98	7 5 10	8 – –	9 – –
99	2 6 5	8 – –	3 – –
100	138 – 5	410 – –	361 13 10
101	63 6 5	200 – –	89 – –
102	85 4 7	3 225 – –	58 8 6
103	36 5 4	1,100 – –	34 15 10
104	31 – 6	260 – –	34 13 –
105	38 1 4	5,050 – –	42 11 4½
106	38 11 7	1,120 – –	0 0 0
107	27 9 8	850 – –	55 3 4
108	25 13 7	85 – –	51 11 3
109	31 14 11	400 – –	63 13 10
110	16 4 7	1,200 – –	28 7 10
111	7 8 10	500 – –	10 1 10½
112	– 8 –	2 – –	1 – –
113	– 14 3	2 – –	1 6 –
114	17 7 10	650 – –	unknown.

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Number of Estates sold.	Sudder Jumma.	Price at which the Estate was knocked down.	Estimated Gross Rental.
115	101 – –	850 – –	unknown.
116	8 10 9	22 – –	10 4 –
117	199 13 6	5,500 – –	146 6 9
118	196 13 11	400 – –	225 15 –
119	1 7 9	2 – –	23 10 –
120	118 – 10	310 – –	12 4 9
121	25 13 7	16 – –	51 11 3
	RAJSHAHIE.		
122	26 15 3	10 – –	40 – –
123	45 – 1	108 – –	77 – –
124	16 15 10	29 – –	22 3 4
125	11 10 3	10 – –	25 – –
	FURREEDPORE.		
126	1 2 4½	– – 3	—
127	59 11 3½	107 – –	—
128	2 9 –	38 – –	—
129	311 21 7½	– – 3	—
130	59 11 3½	1 – –	—
	DACCA.		
131	42 9 7½	2,585 – –	53 6 1½
132	– 5 4	12 – –	0 0 0
133	2 13 8½	2 – –	1 – –
134	1 11 –	8 – –	0 0 0
135	1 11 –	41 – –	0 0 0
136	1 11 –	2 – –	0 0 0
137	– 5 4	2 – –	0 0 0
138	6 2 6	1 – –	2 – –
139	5 12 –	1 – –	0 0 0
140	– 8 6½	– 10 –	0 0 0
141	2 2 1½	1 – –	0 0 0
142	8 8 11½	332 – –	0 0 0
143	2 – 9½	3 – –	0 0 0
144	3 3 2½	260 – –	1 – –
145	1 1 1	14 – –	– 2 3
146	5 5 4	5 5 4	– 14 9
147	– 5 3	9 – –	0 0 0
148	4 9 8	20 – –	0 0 0
149	9 2 2	1 – –	2 – 11½
150	1 11 11	10 8 –	2 – 6½
151	1 12 5	2 – –	2 7 6
152	– 4 11	2 – –	– 6 9½
153	– 6 5	21 8 –	0 0 0
154	– 4 11	1 8 –	– 6 9½
155	161 1 10½	6,500 – –	0 0 0
156	11 11 9	22 – –	0 0 0
157	15 11 1	630 – –	0 0 0
158	22 12 11	500 – –	24 4 2½
159	16 1 1	35 – –	0 0 0
160	175 3 6	132 – –	229 – 8
161	80 9 5	11,900 – –	0 0 0
162	311 7 5½	60,010 – –	407 12 9½
163	– 3 4	– 5 6	0 0 0
164	3 – 2½	3 4 9	0 0 0
165	– 8 6½	– 1 –	0 0 0
166	– 12 9½	– 13 –	0 0 0
167	– 3 2½	4 – –	0 0 0
168	2 2 1½	212 – –	0 0 0
169	– 1 7½	7 4 –	0 0 0
170	11 2 4½	132 – –	0 0 0
171	7 7 6½	9 – –	0 0 0
172	2 12 1½	170 – –	0 0 0
173	2 15 2½	2 – –	0 0 0
174	– 3 2½	80 – –	0 0 0
175	6 6 5	501 – –	0 0 0
176	17 1 1	7 – –	0 0 0
177	1 1 1	– 1 –	0 0 0
178	4 14 10½	– 1 –	0 0 0
179	– 12 9½	1 – –	0 0 0
180	– 3 2½	4 – –	0 0 0
181	1 1 1	1 4 –	0 0 0
182	– 5 3	2 – –	0 0 0
183	– 4 11	– 1 –	– 6 9½
184	– 8 9	3 4 –	0 0 0
185	– 1 4	13 – –	0 0 0
186	15 10 2	257 – –	0 0 0
187	14 3 2½	12 – –	0 0 0
188	96 8 6½	16 – –	101 6 4½
189	22 12 11	505 – –	28 8 6
190	16 1 1	1 – –	0 0 0
191	13 13 10½	1 – –	0 0 0
192	184 12 6	101 – –	205 5 –½
193	2 14 11	26 – –	0 0 0
194	4 2 10	4 3 –	0 0 0
195	5 5 4	4 – –	0 0 0
196	2 11 6½	8 – –	0 0 0
197	– 1 7½	13 – –	0 0 0
198	2 7 –	10 – –	0 0 0
199	4 4 3	8 – –	0 0 0
200	– 8 6½	3 – –	0 0 0
201	17 2 11	1,015 – –	0 0 0
202	1 11 2	70 – –	0 0 0
203	4 14 10½	8 – –	0 0 0
204	4 10 7	412 – –	0 0 0
205	1 1 1	12 – –	1 2 3
206	– 3 2½	61 – –	0 0 0
207	1 9 7½	14 – –	0 0 0
208	16 – 1½	4,600 – –	0 0 0
209	1 1 1	11 – –	0 0 0
210	– 5 3	2 4 –	0 0 0
211	2 – 8½	16 – –	2 7 5½
212	2 6 5½	7 – –	0 0 0
213	2 11 8½	425 – –	0 0 0
214	– 5 6	12 – –	– 7 7½
215	– 5 9	15 – –	– 7 11½
216	– 8 9	12 – –	0 0 0
217	– 5 6	3 8 –	– 7 7½
218	– 5 9	3 8 9	– 7 11½
219	192 14 3½	530 – –	149 13 5½
220	31 11 9	925 – 9	0 0 0
221	55 3 1	2,975 – –	0 0 0
222	12 – –½	15 – –	0 0 0
223	21 10 5	19 – –	0 0 0
224	184 12 6	8 – –	205 5 –½
	BACKERGUNGE.		
225	108 7 6	58 – –	
226	640 12 10	1,200 – –	
227	12 12 10	1 1 –	
228	19 13 9½	– 1 –	
229	13 3 5½	– 1 –	
230	108 7 6	34 – –	
231	383 7 7½	10,600 – –	
232	3 4 6	29 – –	
233	2 2 2	2 7 –	
234	9 9 7½	11 8 –	
235	8 – –	4 – –	
236	4 12 10	– 1 –	
237	1 13 10½	– 1 –	
238	108 7 6	3 – –	
239	309 13 9½	5,600 – –	
240	559 11 11½	11,100 – –	Not available.
241	129 7 2½	75 – –	
242	475 12 11	625 – –	
243	2 2 2	10 – –	
244	10 – 7	70 – –	
245	2 5 6½	35 – –	
	BURDWAN.		
246	18 4 5	43 – –	
247	11 8 11	24 – –	
248	10 1 11	201 – –	
249	18 6 5	62 – –	
250	11 8 11	40 – –	
251	3 15 7	5 – –	

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Number of Estates sold.	Sudder Jumma.	Price at which the Estate was knocked down.	Estimated Gross Rental.
252	5 14 2	66 – –	
253	5 9 7	28 – –	
254	22 14 8	210 – –	
255	11 6 1	6 – –	
256	11 13 9	6 8 –	
257	– 7 3	– 8 –	Not available.
258	– 6 8	– 8 –	
259	– 10 3	– 11 –	
260	6 4 –	245 – –	
261	5 14 2	142 – –	
	24 PERGUNNAHS.		
262	25 5 6	1,830 – –	0 0 0
263	2 6 9	90 – –	0 0 0
264	2 10 11	40 – –	0 0 0
265	3 7 3	60 – –	6 14 5
266	5 11 0	20 – –	11 11 6
267	38 3 5	2,775 – –	0 0 0
268	7 5 2	155 – –	7 5 2
269	28 – 8	670 – –	56 1 3
270	22 3 6	324 – –	4 7 –
271	– 6 6	12 – –	– 13 –
272	12 10 –	15 – –	12 10 –
273	32 6 6	33 – –	145 13 3
274	12 8 –	18 – –	56 4 –
275	297 11 6	1,385 – –	366 3 3½
276	172 – 1	1,205 – –	212 15 3
277	134 6 1½	605 – –	166 6 6
278	371 3 2	8,500 – –	0 0 0
279	85 4 10	506 – –	100 5 8
280	191 15 –	3,225 – –	0 0 0
281	1 2 3	50 – –	0 0 0
282	1 12 11	10 – –	3 9 9
283	– 11 3	2 – –	1 6 5
284	– 7 –	25 – –	– 14 –
285	35 – –	390 – –	0 0 0
286	372 6 1	5,500 – –	0 0 0
287	597 14 11	7,000 – –	0 0 0
288	499 – –	7,750 – –	0 0 0
289	30,148 9 3	1,300 3 –	0 0 0

Appendix, No. 7.

STATEMENT furnished by Mr. *Larmour*, General Manager Bengal Indigo Company, regarding several Ryots who had cut a large average of Plant.

NAMES OF RYOTS.	Page.	Puttanjat No.	Land under Advances.	Bundles cut.	Average per Beegah.
Mulnath:					
Nizam Sheik - - -	1	588	1 10	60	40
Bisu Sheik - - - -	6	594	4 0	81	20¼
Bahadoor Sirdar - - -	14	602	2 0	75	37½
Satabdi Mullick - - -	16	604	4 10	91	20¼
Ramprasaud Satak Kalu -	21	609	2 0	46½	23¼
Suderpore:					
Anundo Ghose - - -	31	620	4 10	94½	21¼
Gobindo Ghose - - -	32	621	4 0	87	21¾
Kamal Ghose - - -	41	630	1 10	34¾	23
Jogeshur Ghose - - -	54	643	1 0	38	38
Noteedenga:					
Nalu Mundal - - -	55	358	2 10	76	30¼
Dinu Mundal - - -	58	361	7 0	200	28½
Badun Mundal - - -	62	365	1 0	24¼	24¼
Sati Suntosh Mundal - -	63	366	10 0	231	23
Kadir Khalassi - - -	65	368	3 10	100¾	28¼
Baradenga:					
Bhagomunto Sirdar - -	81	384	11 0	294¾	26¼
Haran Ghose - - -	102	405	1 0	32¼	32¼
Saili:					
Katabdi Mundal - - -	110	988	2 0	41½	20¾
Fulia:					
Sodi Mundal - - -	129	1,121	2 0	46½	23¼
Raju Mundal - - -	155	1,377	3 10	74½	21
Gopalnuggur:					
Taju Mundal - - -	191	851	5 0	141½	28¼
Takur Dass Chango - -	194	854	2 0	42	21
Ishur Ghose - - -	216	876	4 0	80½	20
Porom Ghose - - -	220	880	1 0	20½	20½
Rampore:					
Mandari Biswas - - -	303	929	1 10	37	24½
Baoul Kani Mundal - -	304	930	3 0	64¼	21½
Barrackpore:					
Tara Chund Ghose - -	314	665	3 10	89¼	25¼
"Burha" Madab Ghose -	316	667	3 0	81¼	27
Madhu Watun Mundal - -	331	682	1 0	30	30
Tinkaori Ghose - - -	333	684	1 0	32¼	32¼
Ghazipore:					
Jamir Mundal - - -	348	1,006	5 0	130¼	26
Jai Nal Mundal - - -	354	1,012	3 0	72½	24
Kuchil Ghose - - -	359	1,017	1 10	33	22
Omberpore:					
Taju Mundal - - -	380	62	3 10	67½	19¼
Munu Mundal - - -	404	86	1 0	20½	20½
Panchpotta:					
Mohun Dass Bairagi - -	427	473	1 0	32½	32½
Mohun Ghose - - -	429	475	3 0	71¼	23¾
Molong Mundal - - -	432	478	2 10	53½	21
Gopal Ghurami - - -	433	479	2 0	56½	25
Ramdhun Ghose - - -	436	482	2 10	61	24
Udai Ghose - - - -	437	483	2 10	67½	27
Umesh Ghose - - -	438	484	2 10	52	21
Chitokongapore:					
Seraj Mundal - - -	506	1,069	1 10	36	24
Taju Mundal - - -	509	1,072	2 0	55½	27¾
Nokpole:					
Gungadur Naik - - -	553	687	5 0	156¼	31
Ramdun Boikanto Biswas -	554	688	8 0	230	28¾
Gobindo Bhogoban Dass -	568	703	1 0	27½	27½
Ishur Mundal - - -	567	702	1 0	28	28
Sham Prem Dass - - -	609	1,348	11 0	293	26½
Tinkaori Dass - - -	610	1,349	6 0	122½	20¼
Madhubpore:					
Ishur Chundur Biswas - -	731	147	2 0	51	25¾
Ramkumar Biswas - -	732	148	6 0	147¾	24½
Ramsunder Mundal - -	738	155	11 0	265	24
Shibram Ghose - - -	743	160	5 0	164¼	33
Kartik Biswas - - -	744	161	12 0	436½	36¼
Menazuddin Sirdar - -	746	163	2 0	46¼	23¼
Ishur Gobindo Ghose - -	751	168	4 0	93¼	23¼

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Names of Ryots.	Page.	Pottajut No.	Land under Advances.	Bundles cut.	Average per Beegah.
Shobipore:					
Bungsidur Sirkar	774	288	12 0	367½	30½
Boloram Sirkur	777	291	2 0	60½	30½
Jabur Mundal	779	293	2 10	81	32½
Jai Urjun Mandal	792	306	4 0	87½	21¾
Modhusudun Ghose	798	312	2 0	50½	25¼
Natobar Ghose	810	324	1 10	41½	27½
Umesh Kapalu	811	325	1 0	28½	28½
Monigram:					
Haladhar Kapali	846	108	1 0	25½	25½
Joyan Gaun	857	119	1 10	46½	31
Bolnaipore:					
Satak Sheik	874	4	2 10	71½	28½
Nusur Mundal	875	5	1 10	37½	25
Harup Kani Mundal	877	7	3 0	94	31½
Sirang Mundal	882	21	1 0	31½	31½
Momar Khan	883	22	10 0	254½	25½
Hoodah:					
Gunni Daim Mundal	897	1,270	1 0	29½	29½
Gopal Mali	915	1,288	2 0	52½	26¼
Malihara:					
Jakir Mundal	928	646	4 0	108	27
Guru Chund Mundle	939	657	1 0	21	21
Monohurpore:					
Ram Mohun Dutt	946	435	2 10	65	26
Chini Mundal	949	438	4 0	91	22
Kian Mundal	950	439	2 10	66	26½
Bholai Mundal	951	440	4 10	116	25¾
Panchu Mundal	952	441	6 10	202	31
Paunparha:					
Madhu Ghose	984	1,339	2 0	43½	21¾
Kala Chand Ghose	985	1,340	1 10	36	24
Molong Mundal	987	1,342	1 0	33	33
Aushur Haut:					
Satak Goldar	993	334	4 0	84	21
Ghulami Goldar	994	335	4 0	90½	22½

Names of Ryots.	Page.	Pottajut No.	Land under Advances.	Bundles cut.	Average per Beegah.
Mauchdah:					
Poramkani Mundal	1018	26	6 10	156½	23½
Binod Mundal	1019	27	4 10	110½	25½
Daim Mundal	1021	29	1 0	33½	33½
Mohantpore:					
Bahadur Mundal	1026	267	4 0	81½	20½
Magore Khali:					
Bissonath Kaori	1054	976	0 10	10	20
Thoasde:					
Fakir Chand Dass	1061	1,210	2 10	64½	26
Tinkanri Ghose	1065	1,225	3 0	83	27½
Digambur Dass	1072	1,221	1 0	33	33
Nitai Dass	1074	1,223	0 10	11	22
Mothora:					
Sadi Dhebak	1097	938	7 0	215	30¾
Suribut Mundal	1102	943	4 0	94½	23½
Chandpore:					
Jabur Dass	1145	980	5 0	136½	27¼
Gour Chunder Dass	1146	981	5 10	157½	28½
Kinu Ghose	1147	942	3 10	101½	29
Doorgapore:					
Molong Mundal	1166	189	2 10	67	26¾
Gobindpore:					
Kashinath Ghose	1222	239	2 10	78½	31½
Katabdi Sirdar	1246	455	11 0	220½	20
Podu Sirdar	1210	227	11 0	240¾	21
Bharatpore:					
Gour Ghose	1254	523	3 10	74	21
Kharani Mundal	1259	528	6 10	166	25½
Radanath Ghose	1265	533	6 0	144	24
Shuntospore:					
Shabul Peada	1310	1,100	1 0	61	16
Balia:					
Suntosh Mundal	1334	1,192	2 0	43	21½

Appendix, No. 8.

EXTRACT from Mr. *Larmour*'s Books, showing the Debit and Credit Accounts of Three Ryots.

ACCOUNT of TAJU MUNDAL of AMRAPORE.

Credit.	Rs.	a.	p.
Indigo plant delivered according to book, 67½ bundles, at 6 bundles per rupee	11	4	–
Seed delivered	–	4	–
Rs.	11	8	–

Debit.	Rs.	a.	p.
26 December.			
Balance of 1858, page No. 174, for 3¼ beganhs	36	6	7
This year's advances	3	–	–
Stamp	–	4	–
TOTAL Rs.	39	10	7
Expense of cultivation	–	10	–
Cutting of plant	–	8	–
Price of seed	1	12	–
Carting	–	13	6
TOTAL Rs.	43	6	1
Deduct received	11	8	–
Balance against Ryot Rs.	31	14	1

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ACCOUNT of HARO CHAND MUNDAL of KANASAUL.

CREDIT.	Rs.	a.	p.
Indigo plant delivered according to account, 37½ bundles at 6 bundles per rupee	6	4	–

DEBIT.	Rs.	a.	p.
7th January.			
Balance of 1858, at page No. 557, on 3 beegahs.			
1 Additional 1 beegah, or 4 beegahs in all.			
TOTAL - - - Rs.	59	2	–
Present advances - - - - -	2	8	–
Stamp - - - - - - -	–	8	–
TOTAL - - - Rs.	62	2	–
Expense of cutting the plant - -	–	8	–
Price of seed - - - - -	2	2	9
Carting - - - - - -	–	7	6
TOTAL - - - Rs.	65	4	–
Deduct received - - - - -	6	4	3
Balance against the ryot. - - Rs.	59	–	3

ACCOUNT of HANIF MUNSHI MUNDAL of GHAZIPORE.

CREDIT.	Rs.	a.	p.
Indigo plant delivered according to account, 20½ bundles at 6 bundles per rupee	3	6	8
Seed - - - - - - - -	–	4	–
TOTAL - - - Rs.	3	10	8

DEBIT.	Rs.	a.	p.
4th January.			
Balance of 1858, at page No. 636, 3 beegahs - - - - -	67	3	–
This year's advances - - - -	2	8	–
Stamp - - - - - - -	–	8	–
TOTAL - - - Rs.	70	3	–
Weeding - - - - - -	–	1	3
Cutting - - - - - -	–	8	–
Price of seed - - - - -	1	4	–
Carting - - - - - -	–	4	3
TOTAL - - - Rs.	72	4	6
Deduct received - - - - -	3	10	8
Balance against ryot - - - Rs.	68	9	10

I, Hanif Munshi Mundal, having compared my account with the factory, acknowledge a balance against me of *Rs.* 68. 9. 10., and for the year 1860, I received 1-8 advance for 3 beegahs of land, and have given an acknowledgment this 27th December 1859.

Appendix, No. 9.

STATEMENT filed by Mr. *R. T. Larmour*, showing the Number of Indigo Ryots of the Bengal Indigo Company Concerns who received excess in 1858-59.

NAME OF CONCERN.	Total Number of Ryots.	Number of Ryots who received excess Payment for Plant delivered.
Mulnath Concern - - - - -	11,157	837
Katgarra Concern - - - - -	4,876	286
Khalbolia Concern - - - - -	4,971	739
Patkabarri Concern - - - - -	2,196	586
TOTAL - - -	23,200	2,448

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Appendix, No. 10.

Translations of Forms of Three Agreements to cultivate Indigo.

(1.)

Sri Sri Doorga Shaha.

To the High in Dignity Srijut Joy Kissen Mookerjee.

This *ikrar* for contract of an indigo advance is executed by Sri Sheikh Ashruf, to the following effect:—

I am a *neel dadun* ryot (*i. e.* a tenant receiving an advance for the cultivation of indigo) of your working indigo factory at Hasnan, in pergunnah Chowmaha. In the *khata* (account books) of the year 1263, there is a balance, according to calculation, of *Rs.* 2. 5. 18. on account of one beegah of land, to which add 10 annas received to-day as this year's advance. Being thus a debtor, in the aggregate, of *Rs.* 2. 15. 18., I, under contract, give in writing this agreement. From the year 1264 to the year 1273, during these 10 years, I shall cultivate indigo, and deliver the indigo plant at your indigo factory at Hasnan at the rate of 10 bundles for the rupee. Whatever expenses I shall take from you on account of indigo seed, cultivation, conveyance, &c., I shall, according to calculation, deduct the same from the price of the indigo plant; if anything be due to me, I shall receive it in cash. During the term of the contract, I shall conform to the advance in proportion of the land at the rate of the said advance, and cultivate indigo on the land at the above advance, and receive the value of the indigo leaves at the factory rates. If, through malice, I cause any injury in the cultivation of indigo, I shall make it good by calculating the damages of the manufactured indigo. Therefore, I have by way of contract, given in writing this engagement. The end. Year 1264, date 15th *Posh*.

Witnesses.

Sri Kalachand Koonwar, inhabitant of Boroshanthu.
Sri Hiru Haru, inhabitant of Oojanu.
Sri Bhadrinath Ghose, inhabitant of Hasnan.
Sri Kedar Khan, inhabitant of Hasgara.
Writer of this. Doorga Churn Chattopadhyaya, inhabitant of Doomlah, has not put his name to this agreement.

(2.)

Sri Sri Hurl.

To the Hgh in Dignity Mr. *John White*, of the Hanskhali Factory.

This agreement on account of indigo advance for a limited period is executed by Sri ———, to the following effect:—

I am a *neel dadun* ryot (tenant who receives an advance to cultivate indigo) of the Sahib's factory at the sum of rupees on account of beegahs of land is the advance of the year 1858-59, and on adjusting the accounts of 1857-58, *Rs.* is the balance against me, which is stated to be on account of the cultivation of beegahs of land . This, together with the value of stamped paper for the agreement aggregating *Rs.* as advances for the present and past years, I have received on beegahs of land. Accordingly, I, of my own accord, tender this *kabulyat*, regarding the cultivation of indigo on beegahs of land, and delivering indigo plant and indigo seed, year by year, for a term of five years, from the year 1858-59 to the year 1863-64, to this effect. Having cultivated indigo every year on the said beegahs of land for which advance has been paid, I shall deliver the indigo plant to the factory. I shall have the *Lal* and fertile lands, and lands fit for indigo cultivation, measured every year by the *amin* and *khalasis* of the factory, by the old factory rope, which is 55 yards long, each yard being 32 inches in length, and mark them off, and till and cultivate them by the 30th March, cultivating indigo on the surveyed lands from time to time as I am ordered, and weed and improve them at the proper time.

The terms for cultivating the lands for which an advance has been received, are, that I shall take every year, for each beegah, country indigo seed at the rate of three seers, Purnea seed at four seers, and seed from the Upper Provinces at the rate of five seers. I shall pay its price at four annas per beegah. If, at the time of weeding, good indigo be produced, then I shall, as required, receive weeding expenses. I shall, as I may be ordered, cut the indigo plant, both of the first and second cuttings, on account of the entire land for which advance has been received, within the 30th September of each year, and deliver it to the factory. I shall pay without objection, the expenses incurred by the concern for employing persons to cut the indigo. The expenses incurred for conveying the indigo to the factory by means of the boats and carts of the concern, shall be borne by me. I shall receive for the first indigo crop at the rate of four bundles for the rupee, and for the second crop at the rate of six bundles per rupee, each bundle being as much as may be contained in an iron chain four cubits long, at 18 inches per cubit.

I shall dig up by the roots the indigo seed on the lands for which advance has been given, bring it to the factory and thrash it, and receive the price thereof separately at the rate of four rupees per maund, each seer weighing 80 sicca rupees. If in this, I, through wickedness, sell the indigo seed at another place, or fail to deliver it at the factory, then I sha l pay for the same at a price of 10 rupees per maund. Except the above advance, I shall not take a second advance under another name. If I do not every year clear and cultivate the lands for which an advance has been given, and do not sow the proper quantity on the above lands, or if I give the indigo of that land to any other factory, then I shall pay the above mentioned gentleman every year, the profits of the manufactured indigo at the rate of 10 rupees per beegah. Every year, at the close of the cutting of indigo, the advance and the expenses for seed sown, and for the weeding, carriage, &c., being added together, whatever balance may on adjusting the *hath-chittis* be found due on calculation, the same

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App. No. 10.

(after keeping in force the aforesaid amount of advance every year during the above term), as also whatever may be due by me for the price of the indigo seed sown, and the expenses for weeding, &c., shall be deducted from the price of the indigo plant, and if there be any surplus, I shall receive it. During the above term of five years, I shall cultivate indigo and deliver the indigo plant and indigo seed; if, on the expiry of the above term, there be any balance remaining, I shall, in proportion thereto, cultivate indigo land in the year 1864-65, deliver the indigo plant, and clear the balance. If, during the above term, on the plea of having delivered indigo plant, I neglect to cultivate indigo in any year, I shall, as stated above, make good the price of manufactured indigo. If I fail to do so, you shall realise it by the laws in force. I shall not during the above term, petition to deposit money. If I do so, it is inadmissible. Therefore, I have given in writing this agreement for a limited period. Year 1859.

Witnesses' names.

(3.)

Sri Sri Doorga.

To the High in Dignity the Worshipful Mr. *F. Maclagan*.

This agreement of an indigo advance is executed by Sri Lakhan Poora, inhabitant of Bastopore, to the following effect:—

I am a *neel-dadun* ryot (*i. e.*, a tenant receiving an advance for the cultivation of indigo), of your Loknathpore factory. On adjustment of the accounts of the year 1858, *Rs.* 3. 1. 4. are proved to be due; and I have taken two rupees to-day on account of *hal-dadun*, or advance for the present year, and two annas is the value of stamped paper for the agreement. Thus, inclusive of past and present years, having received in the aggregate an advance of *Rs.* 5. 3. 4. on account of two and a half beegahs of land, I, of my own accord, give in writing this agreement for a period of nine years, from the year 1859 to the year 1867, on condition that I shall annually produce indigo plant, and the indigo seed grown at the second cutting on the said land, and deliver the same at your factory; that during the above term, having tilled and cultivated every year the land most suitable for indigo, taken seed from your factory, sown the seed, and by means of weeding and other process of cultivation, at the fit time, produced indigo plant and cut it, I shall deliver it at your factory, and receive its value at the rate of six bundles for the rupee. I shall pay for the value of the seed which I shall take for the purpose of sowing, at the rate of eight annas per beegah. Having reaped the indigo seed grown on this land after the first cut, and taken it to your factory, and thrashed it down, I shall receive its value at the rate of four rupees for a maund weighing 80 sicca (per seer). Whatever money I shall receive for cultivation of the indigo lands, or for any other matter, shall be debited to me in my accounts. If, from wickedness or neglect, I do not cultivate indigo, or if in delivering the indigo plant or indigo seed to you, I practise any sort of deceit, then, with reference to the indigo market, whatever may be your claim for manufactured indigo on each beegah, I shall without objection pay for the same. For the above term, I and my heirs shall carry out the conditions of this agreement. I have mentioned the price of the seed to be sown at the rate of eight annas per beegah. Should the market price of the seed rise, then it is optional with you to increase or decrease this rate according to the market price. Therefore, I have given in writing of my own accord this agreement of an indigo advance. End. The Bengal year 1259, dated 12th *Magh*.

Witnesses.

Sri Kutubdi Sheikh, inhabitant of Loknathpore.
Sri Azim Sirdar, inhabitant of ditto.
Sri Rupni Sheikh, of the said factory.

App. No. 11.

Appendix, No. 11.

Statement showing the Number of serious Offences connected with Indigo Planting which occurred in the undermentioned Districts within the last Five Years.

Tirhoot.—Only one such case occurred in this district; it originated in a long-standing dispute between the owners of Damooderpore Nundun. One party, that of Rupnarain Chowdari, claimed a 5 annas 17 gundahs and 2¼ chittacks interest in the undivided village, while the opposite party, that of Hurryhur Chowdari, denied their title to more than 2 annas 11¼ gundahs interest. Finding their opponents too strong for them, Rupnarain's side gave their share in farm to the Keota factory. Indigo was sown upon the disputed lands and uprooted by the opposing party, who were punished for it by the joint magistrate. That officer found that the lands were in the occupancy of Rupnarain's party, and that therefore the possession of the factory should be upheld. He also bound down the other side to keep the peace. These orders, however, were reversed in appeal, on the ground that the dispute was one which properly belonged to the civil courts to decide, but it was left to the magistrate, if he chose, to bind over both parties to keep the peace. The question of possession thus being left open, Hurryhur's people immediately proceeded to sow the lands with *chuna* and other crops. On this followed a succession of representations from the contending parties respectively of apprehended breaches of the peace, till, on the 14th January last, the nearest police jemadar, although thus repeatedly warned, went off to the extremity of his jurisdiction to inquire into some other case. On the next morning the factory jemadar led a large body of men, said to be 500 in number, armed with weapons, to the fields in question, and ploughed up and destroyed the crops which had been sown by Hurryhur's party, who appeared to have made no resistance, only protesting against the proceeding, for which several of them were cut down or assaulted. Some of the wounds were very severe, and one man died in hospital. Arson was also charged, but not proved. The factory jemadar, named Durpi Chowdari, and eleven others, were convicted at the sessions

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sions and sentenced, the former to ten and the rest to seven years imprisonment.

Dacca.—There were two cases of an aggravated nature, of which one occurred between the people of Mr. Wise and those of Moulavi Abdul Ali, when Gopaul *Khalassi*, belonging to the first party, fell a victim to the outrage. Ten persons of both parties were committed to the sessions court for trial, and eight of them were convicted and sentenced to imprisonment. The following are the Sudder Court's remarks on this case:—

"This case comes before us both as a referred and as an appealed case; as a referred one, because the law officer convicts the prisoners as concerned in a mutual affray attended with murder. The sessions judge convicts them of riot attended with murder.

"Baboo Anodapershaud, for the prisoners, urges, first, that his clients have been convicted on insufficient evidence; second, that if guilty they can only be deemed guilty of mutual affray and not of riot. These two pleas rest so entirely on the general evidence that it will be the best course to consider them in connexion with that evidence.

"Witnesses 1, 16, 17, 18, depose to the case being one of forcible trespass on the lands of Moulavi Abdul Ali, and of plunder on the part of Wise's people, and to Gopaul, the deceased, being a servant of Moulavi Abdul Ali, and having been killed by Wise's people, and to two others of Abdul Ali's people being wounded by the same, all three having been carried off by Wise's people on an elephant. Witnesses 4, 5, 6, 7, depose to the people of Moulavi Abdul Ali having attacked the Amin and a few people ploughing for Wise on the land of the latter, and to their having killed Gopaul, a servant of Wise's. The witnesses on both sides give this conflicting evidence, and this court has only to determine how much of the whole is to be trusted, for we cannot subscribe to the doctrine urged by counsel, that where we distrust any we must distrust the whole. This plea has been before overruled (*vide* Joyperkas Sing's case, 14th May, volume 7th, part 1st, page 657). We are disposed to believe that part of the evidence of witnesses, Nos. 16, 17, 18, in regard to Wise's people plundering the village Hematpore with a band of 300 or 400 armed men; for the testimony as to details is most vague and unsatisfactory. We are at the same time not disposed to credit the evidence of witnesses 4, 5, 6, 7, as to the deceased, the Amin, one other person, and two or three boys being the only parties concerned on the part of Wise, for the ability to take off deceased (to secure his body when dead would be an equal object to both parties, since they each claim him as their servant when alive) contradicts such evidence.

"The objections of Baboo Annoda Pershaud as to the precise number of men deposed by witnesses 4, 5, 6, 7, to have struck *lattee* blows, and his plea as to the distance, 200 cubits, being too far to enable the witnesses to see and identify persons, do not affect the main matter in this conviction, viz., whether prisoners were or were not concerned in one or other of the offences found by the law officer and sessions judge respectively.

"On the whole we think the evidence to their being so concerned is sufficient, but we think the circumstances of the case show that there was a mutual affray, and of that we convict the prisoners.

"Baboo Annoda Pershaud has urged that in this view the measure of punishment should be reduced. We do not concur in this. The fact of a conviction of mutual affray by criminating two opposite parties does not exculpate one of them. The pleader's view that the term implies that one party was the aggressor is not necessarily correct, nor is it at all proved in this case that his clients were not the aggressors, though we are not prepared to say that it is proved that they were so. In fact, we are satisfied that the prisoners were engaged in a mutual affray attended with murder. There is no proof that, for self-preservation of prisoners, such mutual affray was absolutely necessary, and this is the only exculpatory plea the law recognises, or this court can adopt. App. No. 11.

"Looking to the frequency of affrays in Eastern Bengal, and to the necessity of severe punishment with a view to endeavour to prevent them, we decline to interfere with the measure of punishment.

"We reject the appeal.

"We have to add that Mr. Allan was about to address the Court for Wise, when Mr. Fagan objected, on the ground that Wise was not a party as prosecutor or prisoner. We admit the objection, as under such circumstances Wise himself could not personally have pleaded; as, too, his interests were those connected with his civil rights, and as the offence was one properly coming before the courts by a public prosecution.

"We have to notice to the sessions judge that many witnesses, both for the prosecution and the defence, do not appear to have been examined by him. In such cases, he should distinctly place on his records the reason why each witness entered in the calendar was not examined."

The second case was inquired into by Mr. Assistant Bell, and the prisoners on the part of Mr. Wise were convicted and sentenced to various terms of imprisonment by him and Mr. Assistant Magistrate Harvey. The remarks of Mr. Bell fully illustrate the nature of the case. In the village of Oojan Kalika Prosaud are two strips of *chur* land, on which Mr. Wise has for many years cultivated indigo. Mr. Wise, with certain *coshanees*, held possession of this village as talookdar. The zemindar disputed Mr. Wise's talookdari rights, and obtained their formal annulment by a decree of the Sudder Court. In *Ashar* last Mr. Wise's talookdari rights accordingly ceased, and the zemindar was formally put in possession of the village by the nazir of the Civil Court. In relinquishing possession of the village as talookdar, Mr. Wise considered that he still retained possession of the two *churs* as cultivator. The villagers, who were adverse to the cultivation of indigo, were of the opposite opinion. They considered that Mr. Wise's connexion with the village ceased upon the zemindar acquiring possession. Hence the present quarrel. The villagers, on the one side, were anxious to obtain the *chur* for themselves; Mr. Wise, on the other hand, was determined to retain possession. Several petitions were presented to the court by Mr. Wise, to the effect that the villagers were attempting to oust him from indigo land which he had for a long time cultivated. The darogah was accordingly ordered to see that no one interfered with Mr. Wise in the exercise of his just rights, provided that the land was truly in his possession.

Eventually the darogah repaired to the spot, and it was in his presence on the morning of the 10th of March that the present disturbance occurred. A large concourse of Mr. Wise's people, with ploughs, two elephants, and a number of *lattials*,

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App. No. 11.

lattials, marched upon the *chur*. Reaching the *chur*, they divided themselves into three parties; one party advanced in the direction of the darogah and the police, another party made a rush for the village, while the remainder proceeded to plough the land. Immediately after three houses simultaneously caught fire. The villagers came up in a body in the direction of the burning houses, and Mr. Wise's lattials retreated to the middle of the chur. Seeing, however, that the villagers were few in number, they returned to the charge; elephants and lattials advanced; the villagers were driven through the village to an open *maidan* beyond; two men were wounded, and the rest dispersed. Mr. Wise's lattials then quietly retired, appropriating whatever they could lay their hands on in their retreat. By the orders of the magistrate, I investigated this case upon the spot. In forming an opinion on the merits of the case, the following points are necessary to be considered:—

1. Upon whom does the responsibility of this disturbance rest?

2. By whom were the houses burnt?

1. That the villagers were eager to prevent Mr. Wise cultivating the *chur* is clear enough; but they made no active demonstration until Mr. Wise's people left the *chur* and attacked the village. If Mr. Wise's men had remained on the *chur*, there would have been no disturbance, particularly as the police were on the spot. Mr. Wise's people provoked the disturbance by leaving the *chur* and marching upon the village. Moreover, if Mr. Wise's people had not been the aggressors, but had merely been acting in self defence, they would not have pursued the villagers over a distance of nearly half a mile. That they did so is not only clear from the evidence of the police and the other witnesses, but from circumstantial evidence as well. I distinctly traced the footprints of the elephants from the *chur* to the plain where the men were wounded. The responsibility, therefore, of the affray, in my opinion, clearly rests with Mr. Wise's people.

2. I now proceed to consider the second point. It is urged, on behalf of Mr. Wise, that the villagers themselves set fire to the houses, in order to aggravate the charge. This is by no means unlikely. Certainly no advantage could result from the burning of these small huts. Moreover, neither the police nor the other independent witnesses could swear that the houses were set on fire by Mr. Wise's men. The only direct evidence on this point is the evidence of the villagers, interested parties in the case. On these grounds I do not consider that this part of the charge is proved. The defendants have filed a petition in their defence. They object to the evidence of the witnesses taken on the 24th of March, on the ground that the former witnesses could not identify Mr. Wise's people, and that the fact of the present witnesses being able to do so renders their evidence suspicious. It is quite true that the witnesses, with one or two exceptions, who were examined on the 21st of March, declare that they could identify no one. But the reason of this was clear enough; they had all been that morning to Mr. Wise's cutcherry, under the plausible pretext of settling their *dadun* accounts. These *dadun* accounts had a wonderful effect upon the villagers. The men who, on my first arrival, were loud in their complaints now hung back. After waiting patiently for some time, I sent for the two head men of the village and the zemindar gomastah. They told me that Mr. Wise's amla, by threats and promises, were doing their utmost to hush up the case, and that they had so worked upon the minds of the villagers that no one dared to give evidence against them. I replied that the law would protect them, that such excuses would not be listened to, and that I expected the witnesses to come boldly forward and speak the truth. They promised, though with evident reluctance, to do what they could in the matter, and on the following day they produced the witnesses whose depositions were taken on the 24th of March at the thannah. The three defendants now before the court were apprehended by the darogah and his burkundazes immediately after the affray. Their share in the disturbance appears to me to have been small; as ryots of Mr. Wise, they were merely there to swell the number of Mr. Wise's followers. Taking part, however, in an unlawful assembly, they have rendered themselves liable to punishment; but as they have already undergone considerable hardship and annoyance, I content myself with sentencing them to punishment.

Moorshedabad.—Only one case, which arose out of a dispute in sowing indigo; *vide* Blue Book on Indigo Cultivation in Bengal, Part I., page 341. paragraph 3 to 6, of Mr. Assistant Magistrate Kean's Report, No. 94, dated 16th March 1860, The case is pending.

Bogruh.—One case, in which an attack was made on an indigo planter. Twenty-five of the offenders were punished with six months' imprisonment and fine.

Farreedpore.—Four cases in the five years, in which several persons were sentenced to various periods of imprisonment.

Pubna.—Nine cases during the five years, being one case of breaking up indigo to sow rice, and one of plundering one gola house; one case of resistance to indigo sowing, attended with murder, and attacking and plundering a house in consequence of a dispute about indigo; one case of assembling lattials to sow by force; four cases of breaking up other crops to sow indigo, attended with arson; and one case of riot, attended with murder.

Malda.—One case of affray, attended with murder, in which the defendant was released.

Monghyr, Patna, Rajshahye, Mymensing, Rungpore, Bhagulpore, Shahabad, Burdwan.—No serious cases.

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SERIOUS OFFENCES connected with Indigo in the District of Nuddea that have occurred during the last Five Years.

This Statement is printed at length, on account of the important space which the district has lately filled in public estimation.

Year and Office Number.	Prosecutors, &c.	Defendants, &c.	Charge, and Particulars of the Case.	Decision, Date, Appeal, Grounds of Acquittal.
1855:				
No. 197	Budun Ghose, inhabitant of Boira, servant of Umesh Chunder Pal Chowdori.	Arthur Brodrick, planter, and others.	Murder of Bistu Ghose.—Bistu Ghose is said to have informed on May 26 against some of Mr. Brodrick's *lattiats*, and have gone with some chowkidars to arrest them; Mr. B. and his party are said to have pursued them, whence an affray, in which Bistu Ghose was said to have been killed by clubs, and his body thrown into the Ganges.	Dismissed by deputy magistrate, Santipore, July 9, 1855, on the ground of being a got-up case; it was also proved that Bistu Ghose was still alive. August 7, 1855, appeal was made to the session judge against the order of deputy magistrate, but rejected on the ground that the deputy magistrate had gone fully into the case.
No. 101	Government - -	M. De Dombal, planter, and others.	Plunder.—Mr. De Dombal, with 150 *lattiats*, is said to have gone and plundered two houses in Ischunderpore, in which attack two men were wounded. The attack was made because the ryots of Ischunderpore refused to take advances for indigo.	On July 31, 1855, Mr. De Dombal was acquitted; the rest of the defendants (5) were sentenced to one year's imprisonment and 100 rupees fine, or hard labour if not realised in seven days each. The deputy magistrate said that it appeared that Mr. De Dombal, though aware of the attack, was not present; that his son, M. F. De Dombal, was present. He was ordered to appear and give bail, but eventually did not come. Appeal was made to the session judge, who on August 23d, 1855, acquitted all the defendants.
1856:				
No. 405	Asul Sheik, of Hurrah	Nobinchunder Biswas, gomashta of Mr. Smith.	Illegal confinement.—* This case has been burnt, therefore no particulars can be given.	Imprisonment for three months, and a fine of 20 rupees, or two months additional, September 23, 1856.
No. 6	Government - -	(1) Rhada Mohun Chatterjee, and 40 others, in the service of Kalachund Bhattacharjyo, zemindar of Belpokuria.	Riot and assault.—Mr. De Dombal gave information of an attack made on him by the defendant, to the thannah and the magistrate. Two of the defendants charged Mr. De Dombal with firing on them, who admitted that he did so, but for purposes of intimidation, not injury.	Defendant (1) sentenced to three months' imprisonment and 16 rupees fine in four days, in lieu of labour, and 100 rupees fine, or three months additional. Defendants (2, 3, 4, 5) sentenced to two months' imprisonment, and eight rupees fine in four days in lieu of labour, and 50 rupees fine or two months additional imprisonment each, November 5, 1856. Appeal to session judge on November 17. Defendant (1) acquitted; but decision against the rest upheld.
1857:				
No. 26	Moti Ulla, servant of Mr. Larmour, Bengal Indigo Company.	(1) Raju Sirdar; (2) Loknath Bhose, and others, in service of Brijonath Pal Chowdari.	Illegal assemblage and attempt to commit breach of peace.—The defendants appear to have issued from Brijonath Pal Chowdari's factory, and proceeded in the direction of Mr. Larmour's factory (Boochankall). The thannah burkundaze being present, soon stopped any actual breach of the peace. Many previous disputes had existed between the parties, and Pal Chowdari was on recognizances.	Defendant (1) sentenced to 100 rupees fine or six months' imprisonment, and 20 rupees fine in lieu of labour, February 4, 1857. Two other defendants sentenced to the same, February 11, 1857. Defendant (2) to three month's imprisonment, and 12 rupees fine in lieu of labour, and 200 rupees fine or three months imprisonment additional, and 12 rupees in lieu of labour. Appeal to session judge, March 7, 1857. Defendant (2) was acquitted, on the grounds of insufficient proof; the rest of the decision upheld.
No. 326. 41.	Digumbar Singh, burkundaz of Koturia factory (Mr. De Sharon's).	Ram Chunder Roy, Tara Chunder Roy, and others, talookdars of Joirampore.	Plunder and arson.—A quarrel exists between the factory and those talookdars. The defendants were said to have come and plundered a godown of the factory, assaulted the prosecutor, and carried off 64 head of cattle, a ledger book and 10 rupees.	Dismissed by deputy magistrate (Nuddea), February 24, 1857, because the evidence of the prosecutor and his witnesses was entirely at variance.
No. 136. 330.	Podai Turufdar, and others, servants of Motee Baboo, zemindar.	Shital Chunder Mookerjee, and others, servants of Mr. Roberts, Bogoola factory.	Plunder of village of Hoseindanga.—There was said to have been an attack on this village on February 17, because the ryots of it were unwilling to take advances, or to let Mr. Roberts have the village in lease.	Struck off the file, May 30, 1857, on account of the absence of all parties to the plaint.

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Serious Offences connected with Indigo in the District of Nuddea that have occurred during the last Five Years—*continued.*

Year and Office Number.	Prosecutors, &c.	Defendants, &c.	Charge, and Particulars of the Case.	Decision, Date, Appeal, Grounds of Acquittal.
858: No. 18	Rammohun Sircar, servant of Mr. A. Hills, and Government and Akbur Sheik.	Isub Biswas, Vazir Sheik, Hurru Sheik, and others.	Riot, attended with wounding and plunder.—On May 11, 1858, about 80 inhabitants of the village of Betai attacked Mr. A. Hill's cutcherry in that village, took several papers, wounded a government peada and chowkeydar, then went to another quarter of the village, and plundered there and severely wounded six men. This last attack was made because the sufferers would not join them against the factory.	Isob Biswas and Brindawun Dutt, the leaders, fined 100 rupees, or six months' imprisonment with labour, or 15 rupees in lieu of labour, to be paid in five days. Four defendants, 50 rupees fine, or three months' imprisonment, 15 rupees to be paid in 5 days, or labour. Four defendants, 25 rupees fine, or six weeks' imprisonment, labour or five rupees in five days. Four defendants, 25 rupees fine, six months' imprisonment, labour or five rupees in five days. One defendant, 25 rupees fine, or six weeks' imprisonment, five rupees or labour as five days. Four defendants, 50 rupees fine, or three months' imprisonment, and 10 rupees in five days or labour. Appeal generally confirmed the order.
No. 159. 346. (*a.*)	Loknath Khalassi, servant of Mr. Larmour, Mulnath factory.	(1) Dorab Mundul, and three others, and 11 others.	Affray and assault - - - -	March 3, 1858, defendants (1, 2, 3, 4) sentenced to six months' imprisonment, and 200 rupees fine, or six months' addition with labour. Defendants (5–16), to three months' imprisonment, with labour.
(*b.*)	Ditto - - -	Mainu, and others -	Affray and assault - - - -	March 31, 1858, acquitted, because the identification was not conclusive.
(*c.*)	Ditto - - -	(1) Dorab Mundel, and six others.	Assault, wounding, riot - - -	March 31, 1858, Defendant (1) sentenced to six months and 200 rupees fine or six months' labour. Defendants (2–6), three months with labour.
(*d.*)	Government - -	Issurchunder Biswas -	Attempt at assault (on the ground of a letter found in his house).	March 31, 1858, defendant bound over in two sureties of 500 rupees each for good conduct for one year.
(*e.*)	Ditto - - -	Shamchunder Paul Chowdry, zemindar of the village in regard to which the dispute took place.	Breach of the peace (*e*).—Certain tenures in Dibi Sametalah were declared valid for the B. I. Company by the civil court. A disposition to oust the holders by leaguing the ryots and under-tenants existed. On this occasion they attacked Mr. Cockshott, the agent of the B. I. Company, quite unprovokedly on the morning of January 15, as he went to visit the plaintiffs. He was attacked by about 30 *lattials*, with two servants, wounded, but escaped on horseback.	March 31, 1858, held in recognizance to keep the peace in respect to the B. I. Company, in 5,000 rupees. Appeal to the session judge, but decision upheld.
No. 111. (*a.*)	Bosti Lall - -	(1) Mr. H. D. Tripp, and (2) Juggobundhu Shah, naib of Akupore factory.	Forcibly detaining timber.—It appeared that defendant (2), forcibly detained a quantity of timber belonging to the prisoners, while being conveyed down the river, near the Akubpore factory; defendant (1), manager of the Bamondi concern, caused the timber to be removed to his own factory. The timber was first of all appropriated by defendant (2). The owner petitioned the darogah, who made it over to prosecutor in the presence of defendant (2), but it was gradually taken away by the factory people, and on one occasion, when the darogah and some police were present with a view to rescue the timber, defendant (1) was conspicuous in ordering the removal of the timber.	March 11, 1858, defendants sentenced to a fine; 200 rupees given as compensation to the prosecutor. Defendant (2), 100 rupees fine or two months' imprisonment.
(*b.*)	Rameshur, and Government.	(1) Mr. H. D. Tripp, (2) Kisto Lall, (3) Atabdi.	Illegal imprisonment of Rameshur.—Rameshur was in charge of the timber, gave information to the police of the detention of the timber, and came to Mr. Tripp at first to ask for the restoration of the timber. Mr. Tripp ordered defendants (2 and 3) to remove Rameshur, and confine him in a factory godown. Nothing was heard of him for three months. On February 15 information was given to the assistant magistrate, Kurrimpore, of his whereabouts. He was discovered by the magistrate in a deserted building, under the surveillance of defendant (2), when he was released.	Defendant (1) sentenced to fine of 300 rupees, and costs. Defendants (2, 3), 20 rupees fine each, or two months' imprisonment; out of this, 25 rupees compensation to Rameshur.

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Serious Offences connected with Indigo in the District of Nuddea that have occurred during the last Five Years—*continued.*

Year and Office Number.	Prosecutors, &c.	Defendants, &c.	Charge, and Particulars of the Case.	Decision, Date, Appeal, Grounds of Acquittal.
1858:				
No. 17. (*a.*)	Government - -	(1) Ramnarain Roy, (2) Joychund Sircar, and four others.	Affray, with plunder (*a*) - - -	June 14, 1858, defendants (1, 2) sentenced to six months, and 250 rupees fine or labour. Defendants (4, 5, 6), six months, and 20 rupees fine or labour. Appeal to sessions judge, decision upheld, July 30, 1858.
(*b.*)	Ditto - - -	Russi Takidgir, and others.	Affray, with homicide (*b*).—A dispute about a purchase in the putni lease of a share in the Sonapoot estate existed between Mr. Forlong and the other shareholders of the old talook. While this was being settled, this affray took place; a large party of the people were proceeding to erect a cutcherry, and were opposed by the villagers, and two or three men were said to be wounded; one was said to be killed.	June 14, 1858, acquitted, on ground of insufficient evidence.
(*c.*)	Ditto - - -	Madhu Sirdar - -	Affray, with plunder (*c*) - - -	June 19, 1858, six months' imprisonment, and 20 rupees fine or labour.
No. 549. 72.	Madun Ghose - -	Hurri Bhatacharj, and 15 others, Belpukria factory.	Aggravated assault, with wounding and carrying off cattle.—An old dispute between the factory and the villagers was the original cause of this. There appears to have been a cattle trespass on the one hand, and a seizure of cattle by the factory people on the other; hence an affray, and the prosecutor wounded on the head.	This case was referred to the magistrate of Nuddea, on October 29, 1858, and was dismissed by him on the ground that the witnesses were palpably partially inclined, and that the prosecutor much misrepresented the case.
No. 637	Government - -	(1) Kali Dass Chuckerbutty, (2) Gorai Sheik.	Riot, and resistance to the police.—There is a quarrel between the Loknathpore factory and the zemindar Brindhabun Chunder Sircar, especially about some leases. On this occasion, the cattle of the villagers of the zemindar was carried off by the factory people; the ryots rescued them; the factory people rallied, and headed by the defendants, opposed by the police, joined by another large body, and were with much difficulty stopped by the darogah and his burkundazes.	December 11, 1858, defendant (1), two months' imprisonment, and 50 rupees fine in two days, or labour. Defendant (2), two months' imprisonment, and 20 rupees fine in two days, or labour. Appeal to session judge upheld, March 25, 1859.
1859:				
No. 91. (*a.*)	Mr. E. Roberts, and Government.	Brindhabun Sircar -	Assembling armed men with intent to commit a breach of the peace.	May 12, 1859, 200 rupees fine or two months' imprisonment, and 2,000 rupees recognizance not to break the peace for a year.
(*b.*)	Ditto - - -	Swarup Ghose, and four others.	Illegal assemblage and assault of the prosecutor	May 12, 1859, two months' imprisonment, and 20 rupees fine or labour, each.
(*c*).	Ditto - - -	Halodhur Ghose and four others.	Illegal assemblage and assault of the prosecutor (*c*)—Mr. Roberts, the manager of the Khalbolia concern of the B. I. Company, and his assistant Mr. Tweedie, going to take possession of Shibnibas, in which village defendants in the case were, prior to a lawsuit, the proprietors, were attacked by some armed men in the village; the plaintiff was wounded; five were identified. Defendant was convicted because these men had assembled in his house, and because of his antecedents with these planters.	May 12, 1859, defendant acquitted on the ground of generally insufficient evidence. June 23, 1859, Brindhabun Sircar acquitted, but security kept on. Decision confirmed against the rest by session judge.
No. 160 (*a*).	Purno Chunder Chuckerbutty and others.	Srinath Biswas, gomahsta of the Poragatcha village (Mr. White, Bansberria).	Illegal assemblage and assault with wounding.	May 31, 1859, three months' imprisonment and 50 rupees fine or labour.
(*b*).	Ditto - - -	Halodhur Ghose -	Illegal assemblage and assault with wounding.—A party of spearmen had collected in the Rampore village, apparently in the interest of the Bansberria factory, were observed by prosecutor and his barkundazes, who ordered them to be arrested; they resisted, and the defendant coming up ordered them to drive off the police; of these they knocked down one, and soon after retired. The identity of defendant in case (*a*) was clearly established.	Acquitted (1), because of doubt of identity in the Mohurrir's mind; (2) Prosecutor's testimony that he was elsewhere engaged at the time of dispute. June 23, 1859, defendant in case (*a*) acquitted by the session judge.

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Serious Offences connected with Indigo in the District of Nuddea that have occurred during the last Five Years—*continued.*

Year and Office Number.	Prosecutors, &c.	Defendants, &c.	Charge, and Particulars of the Case.	Decision, Date, Appeal, Grounds of Acquittal.
1859:				
No. 236	**Miyajan Biswas and others of Govindpore: papers with Commissioner.**	**Servants in the Bansberria factory.**	**Affray, and seizure of cattle.—Some cattle were seized by the ryots as trespassing in their fields, and were being taken to the factory, when the assistant in charge ordered a rescue, and an affray followed, in which Shitul Tarafdar was wounded, and carried off by the factory people. No cattle were rescued. Shitul Tarafdar was never seen again, having died in confinement at some factory.**	**Defendants four months imprisonment each, and 50 rupees fine, or one month more each. The case of Shitul Tarafdar has been separately tried, and is still under investigation.**
No. 21	Kalicburn Sirkar (Ramnuggur factory).	Thakor Dayal and others.	Affray, attended with murder.—The factory people were taking trespassing cattle to the pound, when a rescue was made by the ryots, and a man wounded, so that he died afterwards.	At the sessions two defendants punished with four and three years' imprisonment, another acquitted.
No. 396	Ramdhon Kamar and others; papers with the Commissioner.	Mr. W. White and his servants (15).	Plunder.—Defendants assembled a force of club-men, and in open daylight attacked and plundered the village of Gobindpore, with a view to compel the villagers to sow indigo.	November 19, 1859, Mr. W. White fined 300 rupees, defendants 1, 12 released, 13, 15 sentenced to six months' imprisonment, and 20 rupees in lieu of labour.
No. 273. 383	Moniram Patak, of Shunkorparrah, Raya Pandy Baugh Pandy for Mr. Roberts.	Motee Lall Ghose, Noyan Ghose, Ram Sheik, Dina Sheik, Brindhabon Sircar, and 12 others.	Illegal assemblage, assault, wounding.—Plaintiffs were digging up some land in front of Brindabun Sircar's house. The latter ordered them to be stopped by force, and an affray ensued.	December 3, 1859, 16 defendants fined 25 rupees each or one month's imprisonment, and five rupees fine or labour. Brindhabun Sircar fined 50 rupees forfeiture of recognizance of 2,000 rupees.
1860: 9	Dinu Ghose, Nilmoni Napit.	Baoul Christian -	Arson.—Defendant was accused of setting fire to some houses, at the instigation of the Dewan of Chandergote factory, of the Hadra concern, to make the village sow indigo. Acquitted, because of the inconsistency of evidence as to particulars of the fire, and on account of the character of the object and the instrument chosen for such an object.	Acquitted, February 14, 1860.
	Government - -	Dinu Ghose and Nilmoni Napit.	False complaint.—Countercharge charge to the above.	February 14, 1860, two months' imprisonment each, and 10 rupees fine or labour.
No. 104	Haris Dass - -	Ali Khan, and five servants of Mr. G. Smith, Ruttunpore factory.	Illegal imprisonment of prosecutor's father.—Prosecutor deposed that he heard of his father having been seized by the six prisoners and taken to the factory, went there, but could hear nothing of him. Dismissed by magistrate because witness and plaintiff palpably false.	March 1, 1860, dismissed.
No. 1	Nuffur Mandhal and four others, ryots.	Jadub Roy, Dewan of of the Hurra factory and others.	Illegal arrest and imprisonment.—It was alleged that Biro Mundul, son of prosecutor, and two others, were arrested by lattials under the orders of defendant (1); that they were kept at the Hurra factory a day and night; that they were sent to two other factories; that one of them escaped, who gave information to the darogah, and that the rest were subsequently released.	April 9, 1860, acquitted by deputy magistrate; the witnesses to the release could not recognize the parties released. It was improbable, too, that they would be confined together; their release after a moderate reward had been offered was another suspicious circumstance.
No. 85	Modhu Sheaik, and others, ryots in Thannah Hurrah.	Rameshwar and 50 others, servants in Hurrah factory.	Illegal arrest and imprisonment.—It was alleged by the prosecutors that they were confined for some time in different factories because they refused to sow indigo.	April 24, 1860, released by deputy magistrate because there was (1) want of local natural evidence, (2) improbability in the evidence of the best witness, (3) speedy release after moderate reward offered, (4) no advantage taken by the captors to threaten the friends of their prisoners.
No. 43	Anundo Sheikh -	Servants of Shokadoha factory.	Illegal imprisonment.—It was alleged that the prosecutor was arrested by the gomashta of Shokadoha factory, as an inhabitant of Pathurgattaa village opposed to the factory; that he was moved from factory to factory, ill treated, confined with others, for several days.	April 28, 1860, released by deputy magistrate because (1) there were no eye witnesses to the arrest or release, (2) suspicious nature of the evidence of the other kidnapped men.
No. 30	Tin Kaori Mandol -	Jadu Ghose, and others, of Beerpore factory, the house of the prosecutors.	Plunder and wounding.—It was alleged that three* Europeans and a large band of lattials surrounded the house of the prosecutor, plundered it, and other houses. * Viz., Messrs. H. Sibbald, W. G. Smith, and Sanbolle.	April 30, 1860, released, because there was (1) no decided proof of wounds inflicted, (2) no proof of who began the assault, (3) no probability of so small results from so large an assembly, (4) general exaggeration in the terms of the charge.

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Serious Offences connected with Indigo in the District of Nudden that have occurred during the last Five Years—*continued.*

Year and Office Number.	Prosecutors, &c.	Defendants, &c.	Charge, and Particulars of the Case.	Decision, Date, Appeal, Grounds of Acquittal.
1860:				
No. 62	Government - -	Munniruddin Biswas, and 22 others.	Resistance to the police.—A petition was sent to the daroghah of Bagda by one of Mr. Larmour's people to say that, on their going to Barukhanpore, they were driven out by the villagers; the daroghah went to the spot, saw the nails rending the parwanna and proclamation of March 29 and April 9 to some 25 ryots. They laughed at it, and swore not to obey it; the ringleaders, four, were arrested, and presently rescued by a party of lattials, 200. Subsequently, the military police, under the magistrate (Mr. Macneile) arrested 18 men, and one more was next day arrested and identified.	April 12, 1860, 19 of the defendants sentenced to six months' imprisonment and hard labour, and 20 rupees fine or six months addition and labour. Four of the defendants could not be found. Appeal to session judge, June 20, 1860, and decision upheld.
No. 108	Prannath Roy, police jemadar, and Government.	Nazir Mandul, and others, ryots.	Rescue of prisoners from the police -	June 27 and July 4, one defendant was sentenced to three months' imprisonment and 10 rupees fine, payable in seven days, or labour; the rest to six months' imprisonment and 50 rupees fine, payable in seven days, or labour. Appeal to session judge, with whom the case still rests.
No. 77	Budaruddin, burkundaze of Bagda.	Ganni Biswas and three others.	Assault.—Prosecutor was sent by his daroghah to arrest some of the villagers of Ramkishnpoor. Instead of doing this, he went to Andaria, and appears to have tried to make some ryots go with Mr. Larmour's amin to the factory to get indigo land; hence a dispute arose, and the burkundaz was ejected from the village.	April 17, 1860, released, and burkundaze put on his defence; the burkundaze was afterwards suspended for three months.
No. 74	Moonshee Biswas -	Baka Ulla Peyada -	Assault and attempt to plunder.—Prosecutor and others were originally charged by defendant's party under Act XI. 1860, with destroying indigo. This charge was dismissed; thereupon this countercharge was brought. Defendant and his party appear to have gone to the village to force the prosecutor to pay their rents to the Khalbolia factory; they were resisted by the villagers, and forced to run off; the prosecutor, not satisfied with the charge he could establish, brought after charges, such as stealing cattle, failing in proving those, he was held to fail in all.	Released, July 9, 1860.
No. 102	Jiban Peada - -	Kullum Shah and 33 others.	Riotous assembly.—The prisoners assembled one morning, and proceeded in a riotous manner to within the precincts of the Paikpora factory armed with spears; no violence was actually offered to the factory servants.	Twenty-one of the defendants sentenced to two months' imprisonment and 20 rupees fine in five days or labour, and 50 fine and one month under same conditions. Appeal to session judge; appeal upheld.
No. 26	Mandari Mirza -	Uma Churn Sandial, and two others, servants of Mr. Meares, Chaundpore factory.	Assault and wounding.—Prosecutor alleged that on going out to cut grass he saw the three defendants with about 40 *lattiale*; he fled homeward, was pursued and wounded by one of the defendants; that the villagers turned out, and the factory people fled.	April 4, 1860, released. Evidence for the prosecutor was very unsatisfactory.
No. 461	Sheraj Sheikh Peyada, Foujdari court, Nuddea.	Ujal Biswas, and 16 others.	Assault and riotous assemblage - -	May 1, 1860, six defendants sentenced to three months' imprisonment each. One defendant sentenced to one month's imprisonment and six rupees fine in two days or labour. One defendant sentenced to three month's imprisonment and 20 rupees fine in days or labour; the rest were acquitted. Appeal; the papers are still with the session judge.
No. 735	Ramchurn Chatterjee, gomasta of Mr. Wood, Purindapore factory.	Hosain Ghurami, and 13 others.	Assault and riotous assemblage - -	May 30, 1860, three defendants sentenced to one month's imprisonment and 10 rupees fine in five days or labour. One defendant sentenced to one months' imprisonment; the rest were released. Appeal; papers with the session judge.
No. 78	Chunder Malita, ryot of Joyrampore.	Kumiruddin Sirkar, of Lokmathpore factory, and four others.	Assault - - - - - - -	March 19, 1860, three defendants sentenced to one month's imprisonment and five rupees fine in five days or labour. One defendant acquitted. Appeal; decision upheld by session judge, but papers not yet come back.

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Serious Offences connected with Indigo in the District of Nuddea that have occurred during the last Five Years—*continued.*

Year and Office Number.	Prosecutors, &c.	Defendants, &c.	Charge, and Particulars of the Case.	Decision, Date, Appeal, Grounds of Aquittal.
1860: No. 79	Gopal Sheikh, ryot	1, Kumiruddin Sirkar; 2, Haris Ghose.	Assault	Defendant (1) acquitted. Defendant (1) sentenced to one month's imprisonment and five rupees fine or labour.
78	Waris Mridha, and others, Khalassis of Mr. Larmour, Katgarra factory.	Gopal Mundal, and 40 others.	Assault,—The prosecutors went by Mr. Larmour's orders, and tried to persuade the ryots of Doorgapore to take indigo seed from the factory. These ryots and their neighbours were much excited at the time, and had previously attacked Mr. Larmour, and a body of about 150 men fell on the prosecutors and severely handled them.	Three prisoners sentenced to six months and labour or 20 rupees fine, payable in seven days, and 50 rupees fine or six months addition. Four prisoners sentenced to six months and labour, or 20 rupees fine, payable in seven days. One prisoner (a chowkidar) ditto, and dismissed without pay. One prisoner three months' imprisonment and labour, or 10 rupees fine in seven days; the rest proved a sort of *alibi*, and were acquitted. Appeal to the session judge. Decision upheld, June 15, 1860.
No. 121	Mr. Cockshott, Katgarra factory; papers still with the sessions judge.	Idu Mandul, and nine others, ryots of Ramkistopore.	Attack on the prosecutor	July 18, 1860, one month, and 20 rupees fine in seven days or labour. Appeal.
No. 143	Mr. Campbell, Joypore factory.	Hassan Ulla Biswas, and 12 others.	Tumultuous assemblage.—Mr. Campbell and Mr. Larmour riding through Andulia, were suddenly and unprovokedly attacked by the prisoners, armed with lattics. The prosecutors and Mr. Larmour had to escape at once. The prisoners arrested one hour afterwards.	May 14, 1860, one defendant sentenced to six months' imprisonment, and 20 rupees fine in seven days, or labour; the rest to three months' imprisonment, and 10 rupees fine in seven days, or labour. Appeal to session judge. Decision upheld, June 16, 1860.
Damurhuda. No. 24.	Ram Chunder Biswas, and six others.	Debnath Biswas, and 18 others, Mr. Wood's factory servants.	Attack on village of Sharsbaria, accompanied by wounding, plunder of houses, sowing Indigo by force.—The defendants on the 5th May proceeded to Sharabaria village to sow indigo by force; then the prosecutor was severely wounded by one of the defendants; two other men were also wounded. The defendants also riotously attacked the above village, and plundered to a slight extent two or three houses.	May 30, 1860, defendant (1) sentenced to three months' imprisonment and 25 rupees fine, payable in five days or labour, and 100 rupees fine, or three months addition and same condition. Defendant (1) sentenced to three months' imprisonment and 10 rupees fine, payable in five days or labour, and 25 rupees fine, or one month addition and same conditions. Ten defendants sentenced to two months (*d*) imprisonment and 10 rupees fine, payable in five days or labour.
Karimpore. No. 55	Khushi Sheik, peada of the Amjhupi factory.	Ramlall Biswas, and three others, ryots.	Violent assault and false accusation of criminal offence.—The prosecutor was seized by the defendants, and given in to the authorities on the charge of driving cattle away belonging to them; he was violently treated by them. It was proved, however, that some hundreds of ryots had that day assembled at the village, and that prosecutor having gone there to change money was attacked by the defendants.	March 20, 1860, defendant (1) sentenced to two months' imprisonment, and 20 rupees fine, or one month additional imprisonment, and six rupees fine in lieu of labour. Defendants (2) sentenced to three months' imprisonment and 30 rupees fine, or two months' additional imprisonment, and nine rupees fine in lieu of labour. Defendants (3) 20 rupees fine, or one month's imprisonment. Defendants (4) 20 rupees fine, or one month's imprisonment. Appeal to session judge, May 17, 1860. Decision upheld.
1860: No. 63	Hasil Sheik, a takidgir of the Amjhupi factory.	Ramlall Biswas, and six others, ryots.	Riotous assemblage and attempted attack on the Amjhupi factory.—The ryots of several villages assembled in numbers at the village Amjhupi; a party of about 100 approached the factory, but after shouting and brandishing their sticks, they dispersed of their own accord.	March 21, 1860, dismissed. The fact of the assemblage was established, but not the intent, and the witnesses for prosecution gave palpably false evidence.
No. 74	Miajan Sheik and Goburdhun Khan, chowkidars of the Sonadoha factory.	Siriam Biswas, and nine others, ryots.	Violent assault, illegal imprisonment, false accusation of criminal offence.—Defendant had an altercation with prosecutors, as they were on their way to the factory. Prosecutors threatened to take defendant to the factories, defendant shouted for assistance, a number of ryots came and took the prosecutors, confined them all night, and took them next day to the thannah.	April 17, 1860, defendant (1) sentenced to six months' imprisonment, and 50 rupees fine in lieu of labour. Defendants (2, 3) sentenced to six months' imprisonment, and 20 rupees fine (each) in lieu of labour. Defendants (4, 5, 6, 7, 8, 9) sentenced to three months' imprisonment, and 15 rupees fine (each) in lieu of labour. Appeal to session judge. Decision upheld, May 23, 1860.

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Serious Offences connected with Indigo in the District of Nuddea that have occurred during the last Five Years—*continued*.

Year and Office Number.	Prosecutors, &c.	Defendants, &c.	Charge, and Particulars of the Case.	Decision, Date, Appeal, Grounds of Acquittal.
1860:				
No. 197	Bukshi Biswas, amin of the Chitka factory; Tinkaori Sheik, burkundaz of the Katuli factory; Jadu Sheik and Pandit Sheik, ryots.	Brojo Biswas, and 11 others.	Assault and wounding and illegal imprisonment.—The prosecutors had gone to inspect the indigo growing on land attached to Mobarukpore village, found two or three ryots ploughing the abandoned lands of the village, threw the ploughs aside, and drove the ryots off; news got to the village; the ryots issued forth, seized, bound, and conveyed to a hut the prosecutors; they were released 12 hours afterwards by a thannah jemadar.	May 28, 1860, defendants sentenced to three months' imprisonment, and 15 rupees fine in lieu of labour, each. Appeal to session judge. Decision upheld, June 27, 1860.
No. 190	Zamir Sheik, takidgir	Dwarkanath Gossin, ryot.	Violent assault and false imprisonment.—No independent testimony to be obtained in this case, but apparently prosecutor was seized by the ryots of the village, assaulted and confined in the house of the defendant, and found and released three days afterwards by a thannah burkundaz.	June 16, 1860, dismissed; the evidence for the prosecution was palpably false, the witnesses not having been present at the occurrence. Also, the defendant was not sole occupier of the house, and not having been present at the release could not be identified with the capture of the prosecutor.

15 August 1860.

W. J. Herschel, Officiating Magistrate.

JESSORE.

List of serious Affrays and Disputes attended with Violence, arising out of Matters connected with Indigo for the last Five Years in the District of Jessore.

No.	Name of Plaintiff and Defendants.	Crime Charged.	Final Orders.	REMARKS.
1855:				
No. 1	Ramlal Ghose *versus* Gorai Mondul and 10 others.	Culpable homicide of Swarup Ghose.	Four defendants were sentenced by the sessions judge to one year's imprisonment with labour, labour commutable to a fine of 25 rupees, and the remaining seven to six months with labour, commutable to a fine of 10 rupees.	A report of this case will be found at page 907 Nizamut Adawlut Reports, dated 5 November 1855, volume V.
1856:				
No. 2	Kudi Bibi *versus* Golabdee and Kuchai.	Affray with homicide of Shukur Mahmood.	Defendants sentenced by the sessions judge to be imprisoned for two years each, and released in appeal by the Nizamut Adawlut.	Ditto - - page 519, dated 16 April 1857.
1857:				
No. 3	Gorai and Mr. Oram *versus* Gobindo Mojoomdar, and many others.	Plundering Mathurapore factory, with arson, wounding Mr. Oram, and assaulting Ramnarain Balagusti.	Twelve defendants sentenced by the sessions judge to be imprisoned for seven years, 21 for five years, two for one year, 12 released, but some of the defendants released by the Nizamut Adawlut.	A very full report of this well known case will be found in the Nizamut Reports, pages 16 and 31, dated 27 January 1858. The planter was entirely acquitted of all blame, and was very roughly treated by his opponents; a number of the attacking party were sentenced to seven or five years' imprisonment, which they are undergoing.
1858:				
No. 4	Maniruddin Sheikh *versus* Rohomali Mir, and others.	Murder of Zamiruddin	Nine defendants released on trial by the sessions judge, and two convicted as accessories after the fact, but released by the Nizamut Adawlut.	Nizamut Adawlut Report, page 126, of 28 April 1858.
No. 5	The Queen *versus* Gobindo Ghose, and others.	Affray with wounding of Ramkumar Sirdar.	Two defendants were sentenced to be imprisoned for one year with labour, and 200 rupees fine or one year, 50 rupees in lieu of labour; and eight for two years with labour, and 100 rupees fine or one year, and 30 rupees fine in lieu of labour, and the remaining 13 were released.	This case occurred on the factory people going to sow some land in indigo; they were resisted by the villagers, and Ramkumar Sirdar was said to have been killed; this fact was, however, not proved.
No. 6	Akul Mengo and others, on the part of Mr. French of Ramnagur *versus* Ramchurn Chukerbutty and others, on the part of Rajah Prosonnosuth Roy.	Riotous assault with homicide, of Tinkaori Fakir.	Defendants were committed to the sessions, but released.	

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App. No. 12.

Appendix, No. 12.

Letter regarding the Abduction of Haromani.

From the Officiating Magistrate of Nuddea to the President of the Indigo Commission, No. 462, dated Kishnaghur, 13 June 1860.

Sir,

I have the honour to reply to your letter, No. 45, of the 8th instant, regarding the charge of abduction preferred by Mathur Biswas.

2. This case occurred on the 12th February. Mathur Biswas having complained to the magistrate against the factory, returned to his home on the 12th, when he heard that his daughter-in-law had that morning been carried off to the factory by Risom Singh, jemadar, and Madhoo Singh, burkundaze, and Kutub Takidgir and imprisoned. He went to the thannah and got the darogah to send three burkundazes to the factory, and the darogah afterwards followed himself, on the plaintiff sending word that the woman was in the factory house. The darogah saw Mr. Taylor there, who said that Mr. Hills had left in the afternoon for Kanaimggur. The darogah, however, went round the house and looked into the rooms, but found no one there. He therefore simply reported the matter to the then magistrate, who passed an order on the 14th, that if plaintiff had anything to complain of he should come before him, and do so. On the 13th February the darogah reported that he had been to Mr. Hills at Katchikatta, who had denied all knowledge of the matter, but that he was still looking out for the woman. This report was filed on the 15th.

On the 14th February the police reported that the woman had turned up, and had put in a withdrawal of the charge.

The *razinamah* is signed by Mathur Biswas, and states that "the statement which I made about Risom Singh having carried off my daughter-in-law is false. She went without my knowledge to her father's house, and has come back to-day. I have no complaint to make."

The plaintiff was directed on the next day, under the magistrate's order of the 14th, to prosecute before him if he wished to do so. He gave a written reply that he did not intend to prosecute.

On the 28th I came to the district, and shortly after this the Damurhudah sub-division was opened, and an assistant placed in charge. This case was brought forward on the 8th March, when it was struck off. The order runs: as "plaintiff has not prosecuted, the case is struck off and the records are filed."

On the 9th March Mathur Biswas put in a petition charging Mr. Archibald Hills and Risom Singh and Madhu Singh and Juran Singh and Adaityo Biswas and Shukur Mahomud and Kutubdi Takidgir and others, some 25 or 30 men, with having seized his brother's daughter-in-law, Haromoni, who was going alone to fetch water, and carried her off to the Katchikatta factory, the Saheb riding after them; and stating that he had put in the *razinamah*, because he was told that unless he did, he would not get the woman back; that accordingly he resolved to get her back, and then to complain to the magistrate; that he had questioned the woman when he recovered her, who said that she could not tell him all, but that Mr. Hills had kept her in his room till about 11–30 p.m., and had then sent her in a palki with closed doors to the east; that by evening she reached a Brahmin's house, where they would not receive her; that she was carried on to a barber's house and there refused admittance, and after that to the Poamari factory, whence they carried her to another factory (Gosain Doorgapore), where the gomastah sent her to the house of Swarup Biswas, an *amin* of the factory, and relative of Mathur Biswas.

Plaintiff was ordered by the assistant magistrate to produce the woman on the 9th of March.

On the 10th her deposition was taken. She stated that about 9 o'clock in the day she was seized by 10 *piyadahs* on her way back from the ghaut and taken to Katchikatta factory, and shut up for three hours in the room of the factory; that there were several people present, whose names she does not know; that about noon she was put into a palki with bearers, and sent off as above described.

She continues that—"all the people who took me away from the ghaut *behurmated* me. I know one of them, Madhu Roy, who comes to the village occasionally." She then added, "when they were carrying me off, a Saheb on horseback ordered me to be taken off." She charges them with "seizing me and destroying my caste and honour," and calls witnesses. She states on examination distinctly, that first Madhu Roy and then six or seven others successively forced her person, in the factory room to which they took her.

The darogah was ordered to inquire fully into the deposition which was sent to him. He reported on the 13th March, that he considered the charge of carrying off the woman proved; that the *burkundazes* who went to release her actually saw her being taken into the factory room, but did not dare to follow in, but sent word to the thannah, and that before the arrival of help the woman had been got away; that the charge of rape was not established.

On the 28th the depositions of the witnesses were taken, and on the 30th two defendants were sent in by the darogah, whose defence was taken and their witnesses summoned.

On the 5th April the case was called up by myself and struck off the file.

The circumstances under which this was done were these.

Mr. Maclean the assistant magistrate was almost breaking down under the enormous number of cases pending before him; the first week in April having been the most critical week in the late period of excitement, I was obliged to go up to Damurhudah myself for three days to look through his file, and strike off every case which did not appear of importance to decide at once, or which appeared likely not to yield any good result.

Looking over this case it appeared, first, that the fact of the *razinamah* having been put in was alone enough to make it very difficult to secure a conviction; and, secondly, that the alleged rape looked exceedingly like a charge added to give colour and strength to a story, which in other respects was very well proved.

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On these two grounds I thought it hardly likely that a conviction could ensue, and struck the case off.

I have now gone closely into the evidence, and I have no manner of doubt left that the charge, as regards the rape, is totally false. The abduction seems very clearly proved by evidence, independent of the plaintiff's own assertions. App. No. 12.

I have, &c.
(signed) *W. J. Herschel*,
Officiating Magistrate.

Appendix, No. 13.

PETITION from the Merchants of Calcutta, dated —— 1835. App. No. 13.

To the Honourable Sir *Charles Theophilus Metcalfe*, Baronet, &c., &c., &c., Governor General of India in Council.

The humble Memorial and Petition of the undersigned Indigo Planters and Persons concerned and interested in the production of Indigo within the Presidency of Bengal.

Showeth,

THAT your memorialists deeply interested in the cultivation of indigo, venture most earnestly to represent to your Honor in Council the alarm and distress with which they regard the proposal for rescinding sections 2 and 3, of Regulation V. of 1830, at the first meeting of the Legislative Council in August next.

Your Honor is fully aware of the importance of the indigo trade to the present prosperity of India, and of the immense extent of land and capital to which it affords employment. Your memorialists need only point to this circumstance in suggesting to the consideration of your Honor the imminent danger and the magnitude of the evil which might result from a too sudden adoption of any course of policy tending to the destruction of one vast branch of industry, even could it be hoped ultimately to divert into some other speculative or ideal direction so enormous and valuable a mass of wealth and labour as is dependent upon the present continuance and success of the indigo cultivation and trade. The objections that most peculiarly attach to such views or to the too ready recourse to theoretical or experimental legislation in a country so situated as India, cannot have been overlooked by your Honor and the Legislative Council in determining upon the measure against which your memorialists now appeal.

But your memorialists are deeply impressed with a conviction that the contemplated rescission of the protective clauses of Regulation V. of 1830, will virtually and inevitably have the most injurious effects of a course of policy so much to be deprecated; and will entail eventual ruin upon that branch of trade in which your memorialists are engaged, without opening any other equally extended resource either to their own exertions or to the sore necessities of those ryots for whose immediate benefit, it is presumed, the proposed enactment is intended.

Your memorialists, aided by their accession to the published Minutes of Proceedings in Council at the period of framing the Regulation now proscribed, feel assured that there are many obvious arguments in relation to the present question which it is unnecessary prominently to insist upon in remonstrating against an immediate and implicit compliance with the orders of the Honourable Court of Directors, in obedience to which it would appear that the present proposal is entertained. The less perfect information possessed by the Honourable Court of Directors, and the impossibility of their referring to any result of immediate and positive observation, sufficiently explain those views which have guided their decision upon a subject even of the importance of which it is humbly suggested they may not have been aware, but in that Honourable Council which your memorialists approach, your memorialists, with the greatest confidence, address themselves to a present preponderance of the same liberal and enlightened direction to which the Regulation referred to owed its existence. To your Honor in Council, it becomes, therefore, unnecessary to offer any suggestion even of the extraordinary disadvantages under which the cultivation of indigo is still carried on; or to dwell upon the extremely imperfect remedy which, even as it now exists, the law supplies to those disadvantages, and generally to the risks and dishonesty to which your memorialists are exposed.

While adverting, however, to the instructions of the Honourable Court of Directors on this subject, your memorialists may be permitted to observe that the orders of the Honourable Court bear a date so much anterior to the renewal of that charter under which your memorialists have ever hoped for the introduction of a more perfect and liberal form of Government, that your memorialists can scarcely yield without some hesitation to the belief that the orders of the Honourable Court were indeed intended to apply peremptorily to the present circumstances of the administration of India, nor can your memorialists omit bringing to the notice of your Honor in Council that the Regulation which is now partly to be rescinded had then so recently come into operation, that its actual effects, whether injurious or otherwise, could not possibly have been known to the Honourable Court of Directors when their instructions were forwarded to the Indian Government.

Amongst a peasantry more advanced in civilization and alive to the sense of moral obligation that attaches to a contract, or under the protection of laws more efficient and applicable to the exigencies of so important a branch of industry, and of justice more readily attainable in the civil courts, your memorialists would seek no protective indulgence whatever, that should appear to them any preference in the eye of Government or of the people; even now they do not seek such preference, but appeal against an unprovoked and special withdrawal from themselves alone of such facilities as the Legislature extends to other interests, and which experience of the government must have shown to have been equally politic in their protection of just rights, and inoffensive in their operation upon the very class against whom they appeared to be directed.

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App. No. 13.

The sections 2 and 3 of Regulation V. of 1830, formed the most perfect and efficient provisions of the enactment that for several years had tended to ameliorate the condition of the indigo planter, by affording remedies against the fraudulent carelessness or cunning of the ryot, and equally against the machinations of those who too frequently worked upon his weakness and cupidity, and incited him to that dishonesty which, ruinous to the planter, could heretofore only be met by such interposition of violence as, it is believed, would never have been recurred to under a more vigorous administration of justice throughout India.

Notwithstanding the limited period during which this Regulation has been in force, your memorialists with confidence appeal to the immediate observation of your Honor and the Members of your Honourable Council and to the testimony of the magistracy of the interior, in support of their humble acknowledgment of its marked beneficial influences, insufficient as were the provisions of Regulation VI. of 1823, extended under Regulation V. of 1824, and imperfect as, under certain views, is even that Regulation which now forms the subject of your memorialists' address. Your memorialists feel assured that the records of the Mofussil courts will fully establish the fact, that even from the date of the first of those Regulations which were framed for the protection of the indigo planter, but most especially and decidedly since the promulgation of sections 2 and 3 of Regulation V. of 1830, such scenes of violence, as too commonly at one time disgraced the country, had become gradually of less frequent occurrence and less dangerous in their nature and consequences. The production of indigo has consequently fallen lighter upon the planter, and partly through that indulgence which tardily but most beneficially has been extended to him, the trade has been enabled to contend with the calamities of the past years, and with the competition that has threatened it from abroad; if against these advantages which a superior protection has afforded, may have to be admitted a somewhat too sanguine pursuit of the trade so encouraged, until it seems at this moment to be threatened with an alarming over-production, how much more carefully should any act be now considered that might add the prospect of utter and irremediable ruin to a trade so valuable, under circumstances of probable though perhaps ultimately beneficial depression.

In pointing to the excellent effects of sections 2 and 3 of Regulation V. of 1830, as securing the general peace of the districts where indigo is most cultivated, it is not attempted to be denied that instances of excesses should nevertheless still occasionally present ample cause for the deepest regret; but when it is remembered over how vast an extent of country the labours of indigo planters have ranged, spreading wealth and cultivation throughout tracts which previously had for the most part been scarcely recovered from the jungle, when it is borne in mind how important are the interests entrusted to their charge, and to be asserted under an administration of law confessedly the most imperfect of any upon which British subjects have ever been dependent, when, too, it is recollected that over an equal extent of territory, even in the best governed countries of Europe, a total protection from liability to occasional outrage has never yet been and probably never can be fully attained; your memorialists feel assured that your Honor in Council will not deny to that class in whose name they appeal, the most liberal consideration that should be extended in favour of a generally well conducted and inoffensive body of men, valuable alike in their character and pursuits to the welfare and the peace of that country with which their own interests have become identified.

Their very respect for the peace of those districts which will most be affected by the proposed enactment is one, not the least urgent, of the motives which compel your memorialists thus earnestly to address your Honor in Council. And your memorialists, while they deeply deprecate the measure itself in every point of view, most specially deplore the apparent inconsiderateness of its introduction, or even that such a purpose should have been suggested by Government at the present most critical stage of the indigo season, when in the ordinary course of cultivation it is obvious that the peace of the country is most endangered, at the particular period when quarrels the most serious and outrages the most violent occur, and when the planter is most immediately dependent upon the efficacious operation of those laws under whose protection he has cultivated the field which is now ripening, but whose crop he can no longer be assured of reaping in peace; when an impending Act of the Supreme Government has already been industriously promulgated to the ignorant ryot and the jealous and cunning zemindar, who will only see in the proposed measure that the hand of Government itself is now lifted suddenly and strongly against the planter in whose protection it has hitherto been so beneficially extended.

It would be foreign alike to the objects of your memorialists, as it might appear presumptuous in them in offering this respectful appeal, to argue against the objection which is urged by the Honourable Court of Directors on the ground of an apparent want of reciprocal provision in the clauses about to be rescinded of Regulation V. of 1830. To any modification of these clauses that may supply the supposed deficiency, your memorialists do not perceive the slightest objection, they would venture merely to suggest that, as they understand the existing provisions of the Regulation, they refer only to cases where the planter has already performed his part of an engagement, and where consequently an equal fulfilment on the part of the ryot is all that the strictest principle of reciprocity can demand. By sections 2 and 3 of Regulation V. of 1830, a punishment is awarded to the fraudulent evasion of or instigation to evade this part of the engagement, and as the ryot's obligation can recommence only upon the previous fulfilment of engagement on the part of the planter, the case does not appear to be one very obviously to admit of the introduction of reciprocal provisions as regards either penalty or punishment.

The opportunities of actual observation and of gathering the most accurate information which are possessed by your Honor, render unnecessary any lengthened reference to the peculiar circumstances under which the indigo cultivation is conducted. The most hazardous of crops upon which an immense mass of people can be dependent, it yet proves itself, under European direction, to be that which has less than any other in existence, exposed the ryot to sudden and absolute ruin from vicissitudes of season or from any one of the many risks whose immediate weight now falls upon the planter alone. The immense amount of balances due from the ryots to the planter throughout the country, is ample evidence of

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of the dangers to which this cultivation is exposed, and the constant and unfailing return of means for further cultivation which yet nevertheless invariably follows the disappointments of even the most disastrous seasons, present a distinguishing feature of permanent advantage to the ryot in the cultivation of this product where even it yields in apparent profit to the returns of other crops. This consideration alone, your memorialists submit, would entitle the indigo planter to the most marked protection of Government against unnecessary exposure to the ryot's dishonesty, which by the mere ordinary course of law it is impossible sufficiently to check. It is almost folly to attempt checking it in the present notoriously inefficient state of the civil courts of justice throughout the country.

Your memorialists would estimate the amount of capital permanently sunk in the factories with their balances which are dependent upon this cultivation, at not less than about three crores of rupees, independent of annually recurring outlay upon the immediate production of indigo. It were unnecessary in addressing your Honor in Council to enter into any defence of a system of advances upon which the cultivation has ever been conducted, attended as that system confessedly is with many disadvantages, for which, however, in the present condition of the peasantry of India, it does not seem easy to provide any very immediate or sufficient remedy. Amongst these disadvantages the enormous amount of balances already alluded to, falls equally as an evil upon the planter and the ryot. But your memorialists need only instance the extraordinary losses incurred by Government itself upon its own silk filatures and balances; their utter worthlessness at this moment with reference to the amount standing against them, and the apparent probability almost that their entire value may eventually have to be completely raised from the assets of the Honourable Company, and your memorialists cannot doubt that your Honor will at once admit how incalculable an injury might be inflicted upon the trade by any act that should disturb the hold of the planters over their ryots in respect of their balances, or should tend to annihilate so large a value of fixed capital totally inapplicable to any other branch of industry whatever, by shaking the very foundations upon which that value most immediately rests.

In the production of salt, opium, silk, cotton, sugar, and indeed, of nearly all other staple articles of Indian trade, but little loss comparatively can attend the fraudulent evasions of the ryot beyond that of the amount advanced; to the indigo planter alone this forms the least important loss that can arise from the ryot's faithlessness; for the mere price of the plant rarely amounts to one-third of the sum which the planter must unavoidably lay out in advances for labour, in most expensive buildings and heavy establishments, upon the faith of gathering that crop which the clauses of the Regulation now to be rescinded, only provide for securing to him. His loss therefore, from the misconduct of his ryot, is unmeasurably beyond that which any other cultivation would expose him to, and your memorialists would therefore respectfully contend that the capital that he employs in a trade which has ever been so important to India, is consequently, under this view also, entitled to the preferential regard of the Legislature.

This, however, is not the object of your memo-

rialist's petition; where such protection does not already extend, they would most gladly see the same facilities for the summary punishment of fraud and bad faith afforded to all other classes of labourers equally, whose exertions are, in any way, directed to the benefit of the country in which they are established.

Your memorialists assure themselves that your Honourable Council will confirm their representation, that if the indulgence which it is now in contemplation to withdraw was not in the first instance conferred upon them inconsiderately or undeservedly, in its operation it has proved as innocent to the ryot as it has been valuable to the indigo planter, and gratefully appreciated by the latter, as is evinced in the moderation with which it has been used. So far from having become an instrument of oppression, your memorialists unhesitatingly submit that the provision which seemed only to favour the indigo planter, has in effect proved most friendly and humane to the ryot also, protecting him frequently from the consequences of an artful interference on the part of his unprincipled and tyrannical zemindar, who too often would be ready to see his unfortunate ryot become the victim of his own selfish purposes, while it holds equally over the ryot himself the only motives which he is in general capable of comprehending for resisting his own natural proneness to such conduct as, unchecked, would lead him into certain misery and ruin.

In conclusion, while your memorialists with confidence appeal to the records of the Mofussil courts in substantiation of all that they have submitted to the consideration of your Honor in Council, they beg to assure your Honor that they will pray for no extension of favour to themselves, nor peculiar consideration in the eye of the Legislature for one moment beyond that period in which an amelioration of the general administration of justice in the Mofussil shall render it perfect and effectual for the better protection of property and the advancement of the moral condition of the peasantry and the people of India. Respectfully they venture to hope that to such ends the first attention of your Honor in Council will be directed, and your memorialists will then without a murmur be content to see withdrawn from themselves whatever may appear to be anomalous or objectionable in any degree of protection that has hitherto been accorded to them; until, however, this great desideratum is attained, your memorialists submit that the rescission of sections 2 and 3 of Regulation V. of 1830, without substitution in their place of some other equally efficacious provision for the immediate protection of the indigo planter, would inevitably create much greater evil than any which your memorialists are aware of it's being proposed to remedy by the rescission of the clauses in question, and would expose the planter to much greater annoyance and loss than if the Regulation V. of 1830 had never been framed.

The prayer of your memorialists is, that your Honor in Council will be pleased to suspend the rescission of sections 2 and 3 of Regulation V. of 1830, or that, should your Honor still deem it necessary to conform to the orders of the Honourable Court of Directors in this respect, your Honour will be pleased to make previous provision by some new and more perfect enactment for

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App. No. 13.

the general protection of the interests of the indigo planters,

And your memorialists shall ever pray.

(signed)
Cockerell & Co.
Hills, White & Co., per Cockerell & Co.
W. Clare, ditto.
C. Bishop, ditto.
J. A. Gregg, ditto.
D. Gibson, ditto.
Hills, Savi and Hills, ditto.
Turner Stopford & Co.
Mullen, Ritchie & Co.
Harris & Co.
J. and R. Watson, per Cockerell & Co.
R. C. Jenkins & Co.
Dunlop & Co.
For the proprietor of the Goamalti indigo concern, A. Vans Dunlop.
Waker, Roussac & Co.
Gilmore & Co.
George Meddlicott, per Gilmore & Co.
John Henderson, ditto.
T. Smith, ditto.
S. Johnson, ditto.
J. B. Muirhead, ditto.
D. R. Crawford, ditto.
J. B. Crawford, ditto.
Wm. Cobb Hurry.
K. S. Brodie, per Gilmore & Co.
George Smith, ditto.
John Howell, ditto.
William Howell, ditto.
John Mitchell, ditto.
G. Viret.
J. H. Cowie & Co.
P. Dradence, per Cockerell & Co.
R. Lidiard, ditto.
M. Razet, ditto.
Mascarenhas & Glass, ditto.
J. Motet, ditto.
E. Macnaghten, for self & Co., Assignees of the estate of Fergusson & Co.
E. Macnaghten, Assignee to the estate of Colvin & Co.
William Storm.
R. De Courcy, per William Storm.
W. M'Nel, per William Storm.
W. G. Woodhouse, per William Storm.
J. B. Albert, per William Storm.
A. MacArthur, per William Storm.

J. B. Livesay, per William Storm.
W. F. Smidt, per William Storm.
Carr, Tagore & Co.
J. C. Miller, per Carr, Tagore & Co.
Jas. Gibbon, ditto.
Thos. Lloyd, ditto.
G. Cafe, ditto.
G. Walker, ditto.
W. Busch & H. Bonnevie, ditto.
P. MacArthur, ditto.
R. Reid, ditto.
D. E. Shuttleworth, ditto.
Jas. Russell, ditto.
A. Simson, ditto.
P. MacDonald, ditto.
W. G. Rose, ditto.
G. Barton, ditto,
J. Baird, ditto.
S. F. Rice, ditto.
T. M. Cripps } ditto.
R. MacDonald }
T. A. Cripps }
W. Innes, ditto.
A. Rogers.
A. Sanpin, per A. Roger.
Paul Royson, ditto.
Geo. Rogers, ditto.
Jas. Tosh, ditto.
F. Campbell, ditto.
C. Devereinne, ditto.
John Culwers.
David Andrew, junior.

H. H. Bell }
C. Manly }
L. Manly } by their attorney, John
C. Imbert } Palmer.
H. D'Cruz }
J. Miller }

John Palmer.
J. P. Marcus, by his attorney, John Palmer.
E. Mackintosh, per Carr, Tagore & Co.
Adam F. Smith.
Hamilton & Co.
John Hastie.
A. Campbell Danlop, by his attorney, John Hastie.
Stewart & Co.
D. Macintyre, Assignee.
J. Macintyre & Co.
R. C. Bell, per J. Stewart.
Macklilop, Stewart & Co.
Moore, Hickey & Co.
Mackenzie, Lyall & Co.
John Low & Co.
R. O. Presgrave & Co.

(signed)
George Tayler, per Bagshaw & Co.
J. W. Yule, per Bagshaw & Co.
Wilson, Smith & Co.
L. P. Marcus, per Alexander Fraser.
Bradshaw & Co.
T. Holroyd, for self & R. C. Jenkins, assignees of Mackintosh & Co.
J. C. Abbot, per T. Holroyd.
William Cobb Hurry & T. Holroyd, assignees of Alexander & Co.
Colville, Gilmore & Co.
Gisborne & Co.
M. J. Lemarchand, per Gisborne & Co.
Cooke and Mackinnon, per Gillanders, Arbuthnot & Co.
Adam Scott & Co.
Shedden & Co.
James Cossirat, per Carr, Tagore & Co.
George Kallonas, by his attorney, John Palmer.
Watson & Co.
Andrew Anderson, by his attorney, W. T. Gibbon.
Thomas Gibbon, by his attorney, W. T. Gibbon.
M. Cork.
John Gale, per Gilmore & Co.
H. E. Harding, per ditto.
J. Smith, per Carr, Tagore & Co.
G. Chisholm, ditto.
C. Birch.
William Limond.
Richard Wooldridge.
W. S. Jeffrey.
William Bruce, Jr., Bruce, Shand & Co.
George Lamb, per Willis and Earle.
Henry Martindell, ditto.
Henry Clarke, ditto.
Willis and Earle.
Claude Hamilton, per R. Speir.
Thomas Wilson, per R. Speir.
H. E. Hunter, per R. Speir.
W. Johnson, per R. Speir.
D. B. Nicol, per Cockerell & Co.
J. B. Razet, per R. Speir.
Wm. Woodin, per R. Speir.
J. Freeman, per R. Speir.
L. C. Dassis, per R. Speir.

James Smith, per R. Speir.
Hill & Moran, per R. Speir.
T. Sherman, per R. Speir.
J. H. Stonehouse, per R. Speir.
W. R. Leyburn, per R. Speir.
D. Mackintyre, per E. Mannington, ditto Robert Smith.
J. Reeson.
Moran & Hill, per W. C. Hurry.
A. Mitchell, per Carr, Tagore & Co.
P. P. Carter, per R. Speir.
C. R. Richardson, per Cockerell & Co.
D. MacIntyre, per Millea & Co.
D. MacIntyre, per Bryce & Co.
D. MacIntyre, per C. Coegnard & Co.
D. MacIntyre, per E. French.
D. MacIntyre, per T. B. Rice.
Henry Garden, by his attorney, John Palmer.
V. Kinning, ditto.
Ed. Palmer, ditto.
Hy. Mackenzie, ditto.
R. O'Brien, ditto.
R. Ahmuty, per H. H. Cowie & Co.
Wm. McDowall & H. Cowie & Co.
Erskine & Co., per J. & H. Cowie & Co.
Joseph St. Pourcain.
J. De Dombal.
Louis Durup De Dombal, per Joseph St. Pourcain.
J. M. Durup De Dombal, per J. J. St. Pourcain.
J. Durup De Dombal, per J. St. Pourcain.
W. Collard, per J. St. Pourcain.
E. Dury, per J. St. Pourcain.
J. M. Driver, per J. St. Pourcain.
J. W. Lethbridge, per Cockerell & Co.
D. MacIntyre, per Jas. Maseyk.
D. MacIntyre, per J. Russel.
D. MacIntyre, per R. Solano.

25 July 1835.

Appendix, No. 14.

App. No. 14.

Minute by the late Lord Macaulay.

I am sorry to find that our opinions differ widely on the questions submitted to us by Government, and that they differ most widely on the most important of those questions.

That great evils exist, that great injustice is frequently committed, that many ryots have been brought, partly by the operation of the law and partly by acts committed in defiance of the law, into a state not very far removed from that of predial slavery, is, I fear, too certain. But I see no reason to believe that any of the measures respecting which the Government has consulted us would, in any material degree, alleviate these evils.

Some of these measures, indeed, are quite unexceptionable, and would, as far as they went, operate beneficially. I would certainly give to the sudder amins jurisdiction in civil causes in which Europeans or Americans might be concerned. The only objection which has occurred to me is this. At present an Englishman has an appeal to the Supreme

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Supreme Court in every case in which a native would have an appeal to the Sudder. Natives have an appeal to the Sudder in causes originally tried before the zillah judge. All causes in which Europeans are concerned in the Mofussil are now tried before the zillah judge. The Englishman, therefore, has a direct appeal to the Supreme Court. If the Government should give to the sudder amins jurisdiction over causes in which Englishmen are parties, our countrymen will be deprived of the right of appeal which they now possess; and possibly some discontent might by this charge be excited among them. But I do not conceive that this discontent would be deep or extensive, particularly if the Government should, in the exercise of its undoubted power, appoint a few intelligent Englishmen to the place of sudder amin in those districts which contain a considerable number of European inhabitants.

The Regulation which gave to the indigo planter who had made advances to a ryot a lien on the indigo crop seems to me highly objectionable in principle; but I do not conceive that by rescinding it the Governor General in Council would give any sensible relief to that class of the population whose interests appear to be peculiarly the objects of his solicitude; the question appears to be a question between the planter and the zemindar; it is not easy to see how it can be of any consequence to the ryot, which of the two may distrain on his crop. I have no reason to believe that the zemindars exercise their power with more justice or humanity than the planters. The zemindar, however, has great reason to complain of the existing Regulation; it transfers to others that undoubted right of distress which he formerly possessed. Two other people, by an agreement between themselves to which he is no party, are allowed to deprive him of what was his due; and in return the law gives him a remedy which is certainly less expeditious and simple than that which he anciently had. Exactly the same extent to which this Regulation is a benefit to the indigo planter it must be considered as robbery of the zemindar. The misfortune is, that when once a Government falls into such an error there is great difficulty in returning to the right path; in the very act of destroying old rights we create new rights, which must be destroyed in their turn, if we revert to the old order of things. The zemindar had great reason to complain when his lien was transferred to the planter. The planter who has invested his capital in the indigo business on the faith of the Regulation of 1823, would have some reason to complain if that lien were now taken from him and given back to the zemindar. On the whole, I should be inclined to recommend that no planter should be entitled, except of course by virtue of a special contract to which the zemindar should be a party, to distrain for any future advances; with respect to advances already made, I would leave him the remedy which he now possesses. I must again repeat, however, that the question is one in which the ryot appears to be very little interested. The law of pounding is in an exceedingly unsettled state all over India. And this want of certainty, doubtless, leads to oppression and injustice everywhere; these evils do not, however, appear to be peculiar to the indigo districts. At a proper time it will be necessary for the Law Commission to take up the whole subject; it is a subject on which it will be impossible to legislate usefully without an extensive inquiry into existing rights and customs.

The plan of rendering invalid all contracts for the delivery of indigo which are not registered seems to me highly objectionable; it would either be useless, or in the highest degree vexatious; if the present mode of registration should continue the proceeding would be a mere mockery; an agent employed by the planter would attend, and would register, without inquiry, all the agreements of the planter with all the ryots; there would be no examination, nobody would ask whether the peasant had made the contract freely or under the fear of personal violence, whether he had made it with a full knowledge of what he was doing or under the influence of deception; if, on the other hand, the registration is to be made really efficient, if the registering officer is to exercise over the labourer the same species of guardianship which, in England, the judges of the court of Common Pleas exercise in certain cases of contract over married women, if the parties are to appear, if the ryot is to be privately interrogated, assured of protection, encouraged to accuse the capitalist, the business would be absolutely interminable; in some districts 30,000 contracts would probably require registration in a year; these contracts, I believe, are generally made at one season of the year; a great number of registrars would be necessary to conduct the examination into all these agreements; and the registrar entrusted with the conduct of such an examination must be no common man; he must be not only a man of sense, but what in this country it is hard to find, a man of independence and integrity, a man who will dare to stand up for a poor native against a rich Englishman; it will be hard to find such functionaries in sufficient numbers; it would be absolutely necessary to pay them well. The charge would be immense; and after all it may well be doubted whether the advantages which the labourers would derive from such a system of guardianship would compensate for the journey, the attendance, the trouble and the loss of time.

There are contracts which it is very desirable to register, contracts which are seldom made, which are made for long terms, which are great events in a man's life, which are likely to affect the rights of third parties, and which are of such a nature that they cannot be made without considerable trouble and great formalities; the purchase of an estate is an instance. The security which registration gives to all the parties concerned in the transaction is highly valuable; the trouble of procuring registration is but a trifle in comparison with the trouble which must attend such an event. But to require that all contracts for all terms between all the capitalists and all the working people of great provinces should be registered, and registered with such safeguards as to make it certain that every contract is freely and deliberately made, would be to dissolve the whole frame of society. The general rule which is followed all over the world is this, that no judicial verification of a contract should take place till it is alleged that the contract has been broken; at present it is probable that not one contract in a thousand is in any country on earth the subject of a law suit. If the immense majority of contracts were not performed without legal investigation and decision the world could not go on for a day; the effect of a system of registration such as that which I have been considering would be, that every contract, without exception, would be the subject of legal investigation and decision before it was made.

The Government have asked whether the Commissioners think that there would be any advantage in declaring invalid all contracts for indigo which

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App. No. 14.

shall be for a term longer than one year; I should greatly disapprove of such a measure. It would evidently be opposed to a great general rule, and it is not made out to my satisfaction, that the circumstances of this particular case form any exception to that general rule.

The general rule is this; that grown men, not idiots or insane, should be suffered to make such contracts as are not injurious to others, and as appear to them to be beneficial to themselves; to say that the ryots of this country are mere children, and ought to be specially protected, is, I conceive, quite incorrect; they are not intellectually inferior to the peasantry of other countries; they are as well acquainted as we are with the difference between an anna and a rupee, or between a month and a year. They are suffered to make the most important contracts; and nobody proposes to deprive them of this power except when indigo is in question. They marry; they govern their families; they are treated by our courts of justice as persons quite capable of comprehending the nature and consequences of their acts. If they are not so, if they are not able to judge for themselves in matters which concern only themselves better than the Government can judge for them, they will require protection, not in this particular case alone, but in ten thousand other cases. I conclude, therefore, that there is nothing in the intellectual state of the ryot which renders it proper that contracts freely made by him should be set aside.

But, it is said, these contracts are not freely made; force and deception are employed; the peasant assents to disadvantageous terms from fear of bludgeon-men, or is tricked into signing some paper which he does not understand. I answer, that in all such cases there ought to be a remedy; the law, I apprehend, would even now reach these oppressive and fraudulent practices; if not, the law ought to be altered. In every case of coercion or of deception, the contract should be set aside, and the tyrannical or dishonest capitalist should be punished with exemplary severity. But what is now proposed is, that we should attack, not the evil, but a circumstance in itself wholly indifferent, not tyranny or dishonesty, but a certain term arbitrarily fixed upon, not unfair contracts, but long contracts. The sound rule is this; if a ryot has been intimidated or duped into making an agreement for a month, a day, or an hour, cancel the agreement and punish the wrong-doer; but if, unterrified and undeceived, he has made a contract for two or three seasons, enforce it. A Government cannot be wrong in punishing fraud and force; but it is almost certain to be wrong if, abandoning its legitimate functions, it tells private individuals that it knows their business better than they know it themselves, and is resolved to serve them in their own despite.

The proposition now under consideration belongs to a class of propositions which cannot be regarded with too much suspicion. If there be any one political truth proved by a vast mass of experience, it is this, that the interference of legislators for the purpose of protecting men of sound mind against the inconveniences which may arise from their own miscalculations, or from the natural state of the markets, is certain to produce infinitely more evil than it can avert. It was no doubt a humane feeling which dictated usury laws; laws against forestalling and regrating; laws for raising the wages of labour; laws for lowering the price of commodities; laws for limiting the number of hours during which adults should work, and many other laws of the same kind. But the invariable effect of such laws has been to injure society, and to injure more especially that portion of society which the Government humanely wished to protect. The needy man who could have borrowed at 10 per cent., when cursed with the compassionate aid of the lawgiver, is forced to pay 15 per cent. That which would have been scarcity, if prices had been regulated by the avarice of the corn-dealer, becomes a famine when the prices are regulated by the benevolence of the Government. The measure which we are now considering is a measure of this kind; a ryot consents to bind himself to deliver a certain commodity to the capitalist during several successive seasons; if he has been terrified or deluded into making this agreement, the agreement is of course null; but if he has not been terrified or deluded, on what principle are we to refuse him permission to bring his only commodity, his labour, to market in his own way, and to dispose of it on such terms as, in the state of the market, are the best which he can obtain?

If we cannot prevent the indigo planter from oppressing and cheating the ryots this restriction will evidently be a mere nullity. If we can prevent the planter from oppressing and cheating, then no ryot will make a long contract without what he thinks a *quid pro quo*. And I conceive that a ryot is infinitely a better judge of what is or what is not a *quid pro quo* in such a case than any Government, even the most enlightened, can possibly be.

I therefore object to this provision, and to all other provisions of the same kind which have been suggested.

On the whole I am not satisfied that any peculiar system of law is required for the indigo districts. I believe that the evils which exist in those districts differ little either in kind or in degree from those which may be found in almost every part of our Indian empire. There is a bad judicial system; there is a bad police; there is a people accustomed for ages to be plundered and trampled upon, and ready to cringe before every resolute and energetic oppressor. The system of dacoity and the system of thuggee are more malignant evils of the same family. They are evils which never could exist to the extent in which they exist here, in a country where the tribunals and the police were efficient, or in a country peopled by a manly and high-spirited race. To come nearer to the case which we are now considering, we have no reason to believe that the conduct of the zemindars is in any respect better than that of the indigo planters. I suspect that it is commonly worse.

I have no doubt that Government can do very much to remove these evils. When a good system of law and police is established, when justice is administered cheaply and purely, when idle technicalities and unreasonable rules of evidence no longer obstruct the search after truth, a great change for the better may be expected to take place. This is all that we can do directly; but by doing this we shall indirectly produce a great effect on the national character; the people of India will learn to place confidence in the administration of justice; they will find that they can safely stand up for their rights. They will appeal fearlessly to our courts against the tyranny of the rich and powerful.

In a few years we shall have done, I think, what can be done by legislation. That still more important change in the character of the population to which I look forward, must be the work of several generations. In the meantime we deceive ourselves

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ourselves if we consider the evils which exist in the indigo districts in any other light than as symptoms, and by no means the worst symptoms, of a general disease which requires a general remedy, and which it is idle to think of subduing by local applications. App. No. 14.

17 Oct. 1835. *T. B. Macaulay.*

Appendix No. 15.

App. No. 15.

EXTRACT from Mr. *Macleod*'s Minute.

THE opinion that the operation of Regulation VI. of 1823 is injurious to the ryots, does not suppose that indigo planters are unjust and cruel in comparison with zemindars. It is a hard thing to serve two masters at once, though the second be not more severe or rigorous than the first. If the power of distraint is capable of any abuse to the oppression of the ryot, and that it is so cannot be denied, his case is worse when each of two persons hold it than either only one of them does. Besides, the planters stand in a very different position from that of the zemindars. They are of the race and speak the language of the conquerors and rulers of the country. They have peculiar privileges. The magistrates are prevented from acting towards them as they act towards zemindars and other natives, by the dread of prosecutions in the supreme court. This, though few magistrates may like to own it, is a certain and important fact. It reflects not the least discredit on those functionaries. It is a necessary consequence of the existing laws. These and other circumstances give to such planters as are disposed to make an improper use of the power of distraint, facilities in which the zemindars do not participate.

With respect to the suggestion that a special law should be made relative to affrays concerning indigo, and to the maintaining of bands of bludgeon men, I believe we all agree in thinking that it has not been known to be expedient to adopt that course. They who engage in such affrays or employ bludgeon men to commit acts of violence are no doubt liable to punishment under the law as it stands. The difficulty is in bringing them to judicial conviction.

The plan of rendering invalid all contracts for the delivery of indigo which are not registered, I think, would be an excellent measure, if proper instruments could be provided in sufficient number, to carry it into effect according to the views stated by Mr. Cameron. But I fear that this is impracticable, owing to the multiplicity of the dealings between the planters and the ryots, though I cannot but suspect that our president over-estimates the number of contracts that would require registration in any district. As to the objection to this plan, founded on the general rule that a judicial verification of a contract should take place only when it is alleged that the contract has been broken, I think that there is enough in the peculiarities of the indigo business to justify a departure from that rule to the proposed extent, if the means of making an efficient inquiry, to ascertain before registration whether the parties understand the contract and enter into it voluntarily, could be provided.

I am not without hopes that when we come to the consideration of the general question of a new registry law, we may be able to devise rules which will have some effect in checking the iniquities which are practised by means of forged contracts, and of contracts into which the ignorant and weak are inveigled by fraud or forced by violence.

Our opinion is asked on the expediency of limiting to one year the duration of contracts for the growth and supply of indigo plant, or of enabling the contracting cultivator (as I understand this proposal) to get rid of engagements into which he may have entered, beyond what he was to do in consideration of the advance of money he may have actually received, upon his performing all that he was to do in consideration of that advance.

The latter of these measures might, I think, be of some advantage to the ryots; but I apprehend that it could not be of much, except in cases where the same end would be better effected by some rule of the nature of the former of them. It would be liable to be evaded by the wording of the contract. And if it were attempted to prevent this by making the law declare that the contract should be regarded as fulfilled when the stipulations had been performed to an extent justly proportionable to the amount of the advance, though less than what was professedly agreed to be done as in consideration of it, there would be great difficulty in deciding what was a performance to that extent, besides that the rule would be objectionable as carrying the restrictive interference of the law farther than the exigency of the case required, and as discouraging, contrary to sound policy, any departure from the system of advances.

Much advantage, it seems to me, would probably result if a limit were to be set by law to the duration of contracts for the growth and supply of indigo plant. And I must confess that the arguments employed against this measure have not convinced me that it would be productive of any ill effect. What I understand by limiting the duration of the contracts is this. The law should say that if a contract had reference to the cultivation of indigo for any longer time than a period stated by the law, such contract should not be judicially enforced further than for the limited period so fixed. What that period ought to be I cannot say. But it ought to be such as to suffice for the purpose of obtaining a full return for capital laid out on the cultivation of the indigo plant. Different periods might be requisite in different districts. In some I have reason to believe that less than two years would not be sufficient.

It is said that to fix a limit in this manner to the legal duration of contracts for the growth of indigo plant would be to attack not the evil but a circumstance in itself wholly indifferent; not unfair contracts but long contracts. When, however, I reflect how much there is of the character of slavery in an obligation of perpetual servitude to one master, I cannot feel satisfied that the length of a contract is always a circumstance which a legislator ought to regard as even in itself immaterial to the question of the fitness of the contract to be sanctioned by law. But whether the length be or be not itself an indifferent circumstance, it is clear that an unfair contract is the more mischievous when it is long. This, to be

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App. No. 15.

sure, would be of no consequence to the present question, if the planters could at pleasure, and without the slightest difficulty or risk, procure new unfair contracts as soon and as often as the old ones lapsed. But great as their power of oppression is, I cannot believe but it falls short of this. The restriction therefore, it seems to me, will not be a nullity though it may not be in the power of the Government entirely to prevent indigo planters from oppressing ryots. And the greater the degree in which we expect that the laws and the systems of police and judicature will be improved in the course of the next few years, the more reason have we to look for benefit from limiting the duration of the contracts, fair and unfair together, which may be entered into in the meantime. Besides, it seems probable that of the long contracts a larger proportion would be unfair than of the short; since the longer the duration of the contract can be made, supposing it to be unfair, the greater is the temptation to the planter to employ force or fraud for the purpose of obtaining it.

Reluctantly as it is that I differ in opinion with our honourable president, I yet do not feel myself at liberty to quit this subject without expressing my dissent from his unmeasured condemnation of the present judicial system of every part of our Indian Empire. That system, I believe, greatly needs improvement. I hope to see it improved. But I am sure that in the part of India with which I am best acquainted, it is far from being so bad as the president seems to think it; and I do not believe that it is so bad anywhere, or that to it are justly chargeable the evils which the papers now before us have brought under our view. It is not to that system, the general judicial system, I mean, as it is evident the president does, under which the native inhabitants of the provinces are placed, but mainly to the exemption of the planters from the operation of that system, that those evils are owing. Unfortunately there are circumstances which I am afraid may practically continue some degree of that exemption after the laws shall have been made equal. But at present it is an exemption given by law.

In weighing the objections which are urged against making any peculiar law for the protection of the ryots in the indigo districts, it ought not to be forgotten that there do exist peculiarities of law affecting those ryots, not indeed to their protection, but to their oppression; peculiarities all of them in favour of the strong and against the weak; and that it is not even now proposed to do away immediately with more than a part of those peculiarities.

In the foregoing remarks I have, in conformity with usage, employed the appellation "indigo planters," whenever I have had occasion to speak of the persons usually so called. But they might with more propriety be termed indigo manufacturers; for I believe, they all really are manufacturers of that dye, while by far the greater part of them are really no more planters than the money lenders who supply capital to ryots for the cultivation of rice, sugar cane, or any other sort of produce. I have taken notice of this, because the name seems to me calculated to impress one, to whom the facts are not familiar, with a notion of a rightful connexion of a sort which does not really subsist, between the person on whom it is bestowed and the soil, and thus to give origin or support to erroneous ideas of the rights and obligations of the indigo planters and the ryots towards each other. There are generally current other expressions implying still more objectionable assumptions respecting the rights of the planters, as any person may have observed who has looked into the letters that have lately appeared in the newspapers on the subject of the regulations affecting this trade. The lands are called *their* lands, and the ryots *their* ryots, as if they had some sort of property in both. But indeed the course in which affairs were for some time proceeding seems to have been adapted to bring about ultimately a state of things in which those expressions would be tolerably correct.

31 Oct. 1835. *J. M. Macleod.*

Appendix, No. 16.

App. No. 16.

LETTER FROM THE COURT of DIRECTORS.

Judicial Department, (Lower Provinces).

(No. 3 of 1832.)

Our Governor General in Council at Fort William in Bengal.

PARAGRAPH 1. WE proceed to reply to the paragraphs of your letters noticed in the margin,* which relate to indigo planters.

2. The two first of these letters are in answer to our orders of the 6th August 1828, requiring you to furnish us with some information respecting the indigo planters, and the last refers to memorials presented to you on their behalf, and the consequent enactment of Regulation V. of 1830.

3. You say it will afford us satisfaction to learn from the reports of the magistrates and commissioners, that the local officers generally entertain a very favourable opinion of the character of the European planters, and that they are represented as kind in their treatment of the natives. Such undoubtedly is the opinion expressed of them by most of the magistrates and commissioners in the papers you have transmitted to us. Yet although we are not disinclined to give credit to those favourable reports of the planters, it is obvious that such accounts must be received with some allowance for the delicacy of the enquiry, and for the disposition which men naturally feel to speak favourably of those with whom they are in habits of familiarity and of social intercourse. "The habits of private intercourse" (says the commissioner for the 5th Division) "existing between the planter and the public officers, is a point of considerable moment, but it is a delicate matter to interfere with. I have known the appearance of intimacy deter the natives from bringing forward their complaints, and I incline to agree with them," (meaning

* Paragraph 5 to 12, letter dated 8 September 1829. Whole letter, dated 1 June 1830. Paragraph 8 to 12, letter dated 9 November 1830. Indigo planters.

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(meaning no doubt the natives with whom he had conversed), "that the idea of throwing aside our habitual private feelings in public business, is, with most of us, more specious than real." This consideration suggests the propriety of separating, as far as may be possible, the opinions of the officers from the facts to which they refer.

4. We do not, however, mean to question, that among the indigo planters there are many peaceable, good and highly respectable persons, who obey the laws, are just in their dealings, and kind to the natives, nor can we doubt that the disappointments and the losses to which they are subject from the frauds and the violence of neighbouring planters and others, who have an interest opposed to theirs, are considerable, while many contracts entered into fairly on their part, may have been broken most dishonestly by ryots.

5. One of the magistrates speaks of indigo planters who had been twenty years in a district without a complaint against them, while on the other hand, we hear of planters who cannot hold a factory a few months without numerous complaints being made against them or their servants. There is too much reason to believe, that the ryots are to a great extent oppressed and defrauded, if not by indigo planters themselves, by agents employed by them, acting in their names and for their advantage; while breaches of the peace attended with violence (often with wounding and sometimes even with murder) are committed; the chief actors in which are hired armed men, engaged by planters for the express purpose of enforcing their claims in defiance of the law. These facts are affirmed even by those who have borne strong testimony to the personal good character of the planters.

6. It was represented to your Government by many of the planters, and by the house of Messrs. Alexander & Co., that under the existing Regulations relative to the cultivation of indigo and the contracts between planter and ryot, a sufficient protection was not afforded to individuals engaged in the business, and they prayed for some legislative interference in their behalf.

7. The memorialists complained that the judicial authorities had put a different construction on the regulation, from that which had been generally acted upon both by ryots and planters; that those parties had understood that the regulation gave the planter a lien on the land for which he had contracted, and imposed on the ryot the obligation of cultivating that land according to the terms of the agreement; but that the Sudder Court had decided that the regulation conferred no such lien until the land had been sown, and left the planter, in case of non-cultivation, to his choice of a summary suit, to recover the advance with interest, or of a regular action for the penalties stipulated in the contract.

8. The objectionable part of the regulation as construed by the Sudder Court, was, according to the planters, that it afforded them no means of enforcing specific performance of the contract entered into by the ryot; that (except through the medium of a regular suit, which was almost out of the question), the regulation professed to afford no assistance to the planter, except in recovering his advance with interest, without any compensation for expense of establishment or for loss on contracts, which he might have made to deliver the dye, and that the poverty of the ryot, and the expense and delay attendant even on a summary suit, rendered the recovery, even of the advance, impossible. We fear that there is too much truth in these allegations.

9. The remedies which the planters proposed for the evil complained of were, that the ryot should be compelled to execute his engagement, not by the civil court, but by the aid of the police: that he should be punished criminally for his default, and that if he failed to sow the ground which he had contracted to cultivate for the produce of indigo, the party with whom he had engaged should be permitted to take possession and cultivate it himself. It will be seen that the former part of this application has been complied with, but not the latter.

10. It seems to be the general practice of the planters to advance money to ryots to cultivate indigo on lands, the boundaries of which are specified in the engagements. The ryot engages to deliver the plant at the factories at a fixed rate, and the planter considers that he has a right to such lands for the term specified in the engagement. The mode in which these contracts are made, is thus described by Mr. G. Smith, assistant magistrate of Jessore, who appears to have had experience in some of the districts where indigo is chiefly cultivated. "They are generally entered into by the gomashta of the factory without any interference on the part of the proprietor, who, provided he has kabulyats for the produce of a certain quantity of land, does not stop to inquire how they were obtained. They are generally, if not always, witnessed by the inferior servants of the factory, who are in most cases dependents of the gomashta, and who, so long as they are allowed to participate in a small degree, in the harvest which the gomashta makes by appropriating a share of the advances to himself, are not particular as to whether the agreements they witness are *bonâ fide* the voluntary contracts of the ryot, or are extorted by, or forged by, the gomashta.

"The ryot, on the contrary, availing himself of the suspicion which is generally attached to documents of this nature and thus attested, frequently takes advances from two or more manufacturers, and gives agreements to both for the produce of the same piece of ground. The amla of the factory last contracting, of course take care that their agreement shall be antedated, in order that the preference may be given to them, when the different parties come to issue about the cutting of the plant.

"The effect of this mutual want of faith is, that it constantly causes serious affrays, filling the Courts with causes and the jail with prisoners.

"It appeared from the jail darogah's report, that on the 15th May there were 142 persons in jail in indigo cases; but at the season for cutting the plant the number is considerably greater.

11. A copy of a contract in Tirhoot has been given by the magistrate of that district. In other places the engagements may be differently framed.

12. The corrupt and fraudulent proceedings of the gomashtas, and other principal native agents at the factories, are acknowledged by the planters themselves, who describe them as extorting from the ryots, and cheating them as well as the planters.

13. Mr. Turnbull, one of the judges of the Sudder Dewanny Adawlut, says—"The contract formed with the ryot is sometimes not in writing, is frequently insufficiently defined, and is generally extremely unfavourable to the ryot, rendering him in fact, a slave to the establishment with which he

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App. No. 16.

has once engaged, and thereby preventing an open and fair competition to all, which would afford the only true and effectual remedy. Too much also, it is said, is entrusted to dewans, naibs, gomashtas, and numerous others employed by the planter, who, I fear, looks but little beyond the quantity of the land procured for him, and does not pay sufficient attention to the means by which it has been obtained. In such a state of things (says Mr. Turnbull) it cannot be much matter of surprise that the ryot who is acknowledged to be in poverty, and has perhaps been labouring in vain for years to work off his old balances, as it is called, should readily yield to the temptation of an offer of money from a rival factory to pay off his old score, and thereby liberate himself from thraldrom, as well as engage on more favourable terms." The contracts are said to be generally for two and three, to eight and ten rupees advanced on each, and some of the factories have thousands of such engagements.

14. The greatest of evils of which the ryots complain (says Mr. Walters) " is the almost utter impracticability of being able to free themselves, should they once have the misfortune to receive indigo advances, either by their own free will or compulsion."

15. The Commissioner of Revenue and Circuit in his report, after an inquiry into the disturbances connected with indigo concerns in a neighbouring district, says, " I examined the accounts of the ryots, and though some of the items placed at their debit, appeared to me not strictly just, yet, on inquiry, I found the same custom prevailed throughout the district."

16. It is further said by Mr. Walters, that if a ryot should possess the means of paying off his balances, and desire to emancipate himself from indigo cultivation, there is at present no legal process by which he can compel the planter to settle his account and give him his discharge. " The planter will not receive the money, and the ryot generally finds himself reluctantly compelled to continue the cultivation."

" Other grievances (says Mr. Walters) complained of by the ryots are, their being forced by threats and ill-usage to enter into indigo engagements; their having other or more lands than those contracted for taken from them by the indigo servants, and being thus unable to raise other crops intended for the support of their families; their having entered into engagements, perhaps voluntarily with one factory, and being obliged to execute engagements with another for the same lands, or although they have no concern with any factory, still having their lands forcibly sown without any pretence or colour of right. These (says Mr. Walters) are evils, all of too common occurrence, and which it is not in the power of any magistrate to prevent. They are to be attributed more to the factory servants than to the planters themselves, though the latter do not perhaps trouble themselves much to ascertain how things are carried on, so long as a certain quantity of lands is sown, and a certain produce is to be expected."

" As magistrate of Nuddea (says Mr. Turnbull) I had some opportunity of witnessing the scenes of contention and strife, ensuing from the various and conflicting interests to which that competition gave rise. The disorders which then prevailed in that and the neighbouring indigo districts, have, I believe, nothing abated to the present day, and they are certainly such as to call for the serious interposition of Government. From the moment of ploughing the land and sowing the seed, to the season of reaping the crop, the whole district is thrown into a state of ferment. The most daring breaches of the peace are committed in the face of our police officers, and even of the magistrate himself. In utter defiance of all law and authority, large bodies of armed men are avowedly entertained for the express purpose of taking or retaining forcible possession of lands or crops. Violent affrays, or rather regular pitched battles ensue, attended with bloodshed and homicide. Our police establishments are corrupted, and the darogahs are said notoriously to be in the pay of the planters, European or native, to secure their good offices. Private assassinations occasionally occur, and forgery and perjury have their full sway; in short every species of crime is committed, and in the list I should not omit false charges of murder, arson, &c., which are very common, and are the most harassing of all to the accused as well as to the magistrate."

17. This statement is confirmed by Mr. Walters, who says, " I will not here put on record acts which have come to my knowledge of open, daring violence, directed to the destruction of rival factories, but will ask, where is the instance in this part of the country of the native zemindar, who, unaided by European partners or influence, has erected indigo factories, and successfully carried on the speculation, without being in the end either entirely ruined, or obliged to admit his more powerful neighbour to a share in his concern, or being himself perhaps cast into jail for standing up in defence of his own rights?"

18. The practice of indigo planters maintaining large bodies of armed men, is noticed by other Judges of the Sudder Dewanny Adawlut, as well as by Mr. Turnbull. Mr. Ross says, they are kept to enforce the ryots' contracts, and Mr. Sealy speaks of " the number of affrays that now annually take place for indigo lands, which are invariably attended with severe wounding, and frequently with loss of life, in consequence of the planters entertaining bodies of fighting men for the express purpose of fighting their battles on those occasions."

19. Mr. Walters refers to the custom of entertaining at European and native indigo factories a number of persons of various descriptions, sometimes proclaimed offenders, escaped convicts, or persons discharged from jails. " These people (he says) find a secure asylum in indigo factories, from whence they issue under cover of the night, and are guilty of heinous offences; dacoities, thefts and even murders, have been brought home to such factory retainers." The police officers, he says, are afraid to enter an indigo factory, the planters in general not being ready to assist the police, especially when suspicion falls on their own servants. It appears from a statement accompanying Mr. Walters' report, that one of the indigo planters in his district has in his service 240 persons under the denomination of *amins* and *khalassis*.

20. The affrays in which the planters engage, and their open violation of the laws, are freely admitted by the planters themselves. Addressing the Governor General in Council, " your memorialists" (they say) " are far from wishing to conceal from your Lordship, that disputes in regard to these lands, and the rights possessed over them by the planters have frequently arisen, both between the neighbouring planters and between the planter and zemindar, talookdars and other natives, having

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having, or pretending to have, a right in the land, and are willing to admit that occasional instances have occurred of violence and oppression on the part of the planter, which they are far from justifying." In another place they refer to the sources under the existing system, from which originate "too many of the scenes of violence and even bloodshed, with which your Lordship in Council cannot be unacquainted." And speaking of the good effects, which they think would follow from the adoption of their suggestions, they say "many of the evils now so prevalent will speedily disappear, and the peace of the indigo districts be at once restored and preserved with comparative facility, where hitherto lawless violence and force have too frequently prevailed, as your memorialists would earnestly press on your Lordship's attention, because force and violence alone have been found able to protect private property from spoliation and ruin. Nor is this violence confined to the native agents of the planter, the notorious corruption of these persons having been noticed, the memorialists add that the planter is too often compelled to overlook, or sanction proceedings, necessary to the protection of his property, but which unavoidably lead to broils and quarrels."

21. Mr. Prinsep, the secretary in the General Department, to whom some of the papers connected with this subject were referred, made the following remarks: "It is where in the eagerness to extend cultivation the manufacturer presses money upon a half unwilling ryot, or on one of several joint ryots, or on ryots who have no right to change their cultivation without the zemindar's permission, or on ryots not in possession, in all which, and in 500 similar cases that might be cited, the manufacturer has not the land measured out to him and specified, but relies on the ryot's word as to the possession and as to the land's fitness for the plant, confirmed perhaps by a dishonest gomashta. Mr. Prinsep says, the Courts are not strong enough to prevent people from thriving by violence, and the manufacturers trust at present to their lattials (bludgeon men) to supply the deficiency of their contracts; Mr. Prinsep adds, "the stronger party benefits always by the looseness of an engagement; and while this is the case, that is, while, through the inefficiency of the existing law to protect the weaker, the manufacturers can bear down the ryots by hired ruffians, it may be part of their policy to cry out against the system, as compelling them to resort to such means of righting themselves; but Government will not readily be persuaded that they are the oppressed class, who require to have their hands strengthened by further legislative provisions."

22. Mr. Walter says, that false complaints are made, and witnesses are suborned, but that the planter's name does not appear, though the case is brought forward by his servants, and at his expense, he himself, most probably, knowing nothing of its truth or falsehood. "Many a planter (says Mr. Walters) has confessed to me that he has been an accessory to acts, of which he would have felt himself ashamed in his own country, acts which he was driven to permit, or to lose the capital he had embarked." He remarks, that the European planters holding lands in the name of their servants, are subject to no tangible responsibility. They may direct brigands to be entertained; they may plan and order attacks to be made, but if not personally present as principals, it is difficult to bring them to justice. "Instances have occurred," says Mr. Walters, "in which the mere warning a European planter against being accessory to the breach of the peace on the information of a police officer, that armed men on his part were collected, has called forth a threat of prosecution in the Supreme Court, so that magistrates are really afraid to act against British subjects, except on the strongest grounds."

23. We desire to be informed, whether you have any reason to believe that the fear of prosecution in the Supreme Court operates to prevent magistrates from executing their duties in respect to British subjects. At this distance we have not the means of forming a correct judgment on such a point; the importance of it, however, is obvious; and if Mr. Walters' imputation is well founded, an effectual remedy for so intolerable an evil should be sought without delay.

24. The memorialists represented to Government that in consequence of the influence exercised by the zemindars, talookdars and others, their dependants were often compelled to rise in a body, and arm themselves against the servants of an obnoxious planter, who were thus prevented from ploughing, sowing, or otherwise working the land. After describing the pernicious influence of the munib (meaning no doubt the zemindar) over the ryots, they say his object is to extort bribes from the planter; "where this bribe is refused (they add) and the interference of the munib prevents the sowing of the lands, the planter is then reduced to the necessity of taking forcible possession with his own people, or contemplating the loss of his advances, and his time, the blighting of the hopes of profit he indulged, and perhaps the prospect of utter ruin. When he is driven to the former course (and your memorialists feel assured it will excite no surprise if he should sometimes betake himself to it) and is resisted, as frequently happens, your Lordship in Council will be at no loss to discover the cause of scenes of occasional violence and disturbance, which the regulation now solicited would, in the humble opinion of your memorialists, so effectually prevent."

25. The planters complain of the native zemindars, talookdars and others, as ever ready to prompt their ryots to a breach of contract, and they declare to the Government, that they consider legislative interference necessary for the protection of their interests against the machinations of those persons, and even for the prevention of their utter ruin. In the representation of Messrs. Alexander & Co, it is stated, that a native interfering with an indigo planter in Dacca Jelalpore, had persuaded the ryots not to sow their lands; that the factories were shut up, and that the expense and trouble of instituting a suit against every individual contractor, with the certainty that nothing could be recovered from a population so wretchedly poor as the ryots of Bengal, made it a hopeless case for the indigo planter to seek redress by suits against them in the court. This unfair competition is represented as the cause of those disputes, from which affrays, breaches of the peace, and often murder arise; and it is proposed, that the party interfering with contracts, instead of the miserable ryots, should be punished by summary process.

26. In one of the memorials from Jessore it is proposed, that the police officers should be required to give immediate assistance in arresting a servant or labourer refusing to work under his contract; that it should be declared criminal in zemindars, talookdars or others to shield or protect him, and

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App. No. 16.

that for so doing they shall be punishable by fine and imprisonment. It is further proposed, that lands which can be proved to have belonged to a factory for a number of years, the planters shall not be dispossessed of "by virtue of any species of tenure whatever," this the memorialists call "an equalization of rights." They object to the consent of the zemindar being required for a lease from the ryot to the planter, and they propose that the planter should satisfy himself of the ryot's right to grant such lease, other parties having, or pretending to have, an interest, being left to make good their claims by ordinary process in the zillah courts; thus, say the memorialists, the zemindars would have "all the protection to which in fairness and justice they are entitled."

27. These propositions seem very extraordinary from persons who admit that farms are extensively held by the European planters, in the name, and through the agency of natives, generally their principal factory servants or gomashtas, a set of men whose fraud and oppression they acknowledge to be notorious, although they often overlook or sanction their proceedings, who declare they conscientiously believe that almost all the grievances of which they complain, and almost all the disorders which have so long prevailed in the indigo districts, have arisen out of the defective state of the law, and the notorious corruption of its subordinate agents, who avow that the planters bribe the amla of the courts, as the only means of securing a fair representation of their cases, and that force and violence alone can protect their private property from spoliation and ruin.

28. Mr. Walters says, that the European planter, if zemindars refuse to accede to his offer, frequently obtains a *pottah* or *ijara* for their lands, from some claimant or sharer, real or fictitious, not in possession, perhaps from some unauthorised gomashta; and on that plea, if he cannot succeed in turning them out, at least deprives them of their rent. The planter, on such occasions, takes on himself all the expense of the litigation to which his ally may be exposed, and the zemindar finds himself involved in a lawsuit, or is perhaps driven to commit a breach of the peace, or to look for a protector in some more powerful indigo planter; at all events the peace of the district is most generally broken, and serious consequences not unfrequently occur. "This (says Mr. Walters) is a common practice."

29. The extent to which these disturbances go, may be well understood from the report of the Commissioner who inquired into the troubles in Dacca Jelalpore in 1829, occasioned by disputes between a European indigo planter and a native zemindar. The European collected 500 men to sow his indigo seed, and the villagers had 1,000 to oppose him. Whenever the police officers appeared, the people assembled in bodies of 2,000 or 3,000, they were summoned together by regular signal guns. On one occasion the police officers, who were attacked by a body of 2,000 men, were beaten and taken prisoners, and the magistrate thought it necessary to apply for military force to assist him.

30. Mr. Ross very justly remarked, that to refer a ryot, who has to support himself and family by his labour, to a tribunal at a distance from the place of his abode for redress, when an act of injustice had been done him, was in effect to deny him redress. The zillah courts, from their distance, and their being so few in number, were inaccessible to the ryots; and from their accumulation of business, of little avail to the manufacturer. The want of provision for administering the law, was in Mr. Ross's opinion, sufficient in itself to account for the disorder prevailing in the indigo districts, and although Mr. Ross proposed some alteration in the law, he insisted on the necessity of having adequate local courts of judicature, without which no amendment of the law would be of any advantage. In Mr. Turnbull's minute we find the following passage: "Let us consider the vast interests that are involved in the matter under discussion, not merely in the lacs of rupees that are annually at stake, but as variously affecting the greater part of a large and populous district, and consider at the same moment the means we at present possess of affording prompt and effectual redress in the countless disputes which cannot but arise from such a state of things. A single factory may have formed upwards of a thousand contracts; the parties may be distant from the only courts now open to them, from fifty to a hundred miles; those courts are already overwhelmed. The matters in dispute press for decision, and cannot wait the ordinary course, for delay would render the decision nugatory and worse, as the parties would have been needlessly subjected to annoyance and expense; what then is the remedy?—I confess I am at a loss to propose any other than the appointment of a respectable sudder *amin* in each Thanna division, with a salary or authorised emoluments, such as would incite him to a faithful and honest discharge of the important trust which must necessarily be confided to him." The appointment of local sudder *amins* was also recommended by Mr. Prinsep.

31. These suggestions, however, you did not think proper to adopt, for you were of opinion the native local officers were not yet fit to be trusted with the arbitrement of disputes between European planters and the native cultivators, neither did you approve the plan of establishing a registry for contracts between the ryots and planters, which had been strongly recommended by some of the public officers, and objected to by others.

32. In Regulation VI. of 1823, it was stated, that the delay and difficulty of obtaining redress by a regular action in the civil courts in regard to the enforcement of engagements made by indigo planters with ryots, had, not unfrequently, led to acts of violence and even to serious affrays, and the main object of that regulation was to authorise the institution of summary suits to enforce such engagements. Now it is said that the rules adopted have been found, in a great measure, ineffectual, and regulation V., of 1830, has been enacted, "for amending the provisions of the former regulation, and for providing more effectually for enforcing the execution of contracts relating to the cultivation and delivery of indigo plant."

33. It is first provided that he who instigates, or induces a ryot to evade the performance of his contract with the planter, shall be held, jointly with the ryot, answerable for the full amount of the penalty specified in the original agreement of the ryots, together with all costs and expenses of the suit; but no provision is made for inflicting penalties, costs and expenses on him who instigates, or induces the planter to evade the performance of his contract with the ryot, notwithstanding it may so happen (in the case for instance, of a disputed right of occupancy), that the ryot is properly and legally advised, that the party interfering has a perfect right to interfere, and that on the planter's side

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side there is nothing but injustice. Although it may be true that the planter is much less likely than the ryot to attempt to evade the contract, it would still have been right to apply the clause to both.

34. By the next provision of the regulation, a ryot who has entered into a contract under certain specific penalties to sow and cultivate for an indigo planter, is made liable for a breach of his part of the engagement, not only to the payment of the prescribed penalty, but also to punishment as a criminal. He may, in the first instance, be imprisoned by the magistrate for a month. The magistrate or joint magistrate may also require him to sow or cultivate, and any subsequent convictions of wilful neglect, or refusal to comply with such requisition are punishable by a further imprisonment not exceeding two months. This is the case of a contract for the mutual benefit of two parties, voluntarily entered into with specific penalty, to which both have agreed. We are not aware of any principle, on which, in such a case, the law, instead of recognizing the terms of the agreement and the equality of the parties, should make a distinction between them. If for non-performance of an engagement, one party should be punishable by imprisonment for one, two or three months, or perhaps (under repeated convictions) for a longer time, it is not very obvious why the other party, however fraudulently or unjustly he may have acted should go free, nor do we perceive why such a rule, if in itself just, should be confined to indigo, or any particular species of cultivation. We feel also a strong objection to this clause, because it attaches punishment on those who appear by the statements scarcely to be free agents. The ryot from poverty, abjectness of spirit, intimidation or bribery, is the victim of others far more guilty than himself; it may not be easy to visit those persons with a corresponding infliction, but it is hard that he alone should be singled out for punishment.

35. By another provision, persons wilfully damaging or causing to be damaged indigo plant, "by allowing cattle to trespass thereon," or by any other means, "are punishable to the extent of a fine of 200 rupees, or one year's imprisonment." We cannot help fearing that the infliction of penalties of such severity, when considered with reference to the means of the parties on whom alone they are likely to be imposed, may be productive of much oppression and injustice.

36. It appears by the preamble of the regulation, that ryots who may be unwilling to renew their contracts with indigo planters, require the assistance of the courts to obtain a release from their engagements. What the consequence would be to a ryot, the period of whose contract was expired, if he refused to renew his engagements, is not stated; but some protection it seems was thought necessary; for this purpose he may apply to the judge, who will settle the account by a summary process; but after all, if the planter does not agree to the judge's decision, no release can be given to the ryot, and the parties are referred to the civil court, that place of delay and difficulty, where attempts to obtain redress are so ineffectual; for the possible case of a balance being due from the indigo planter to the ryot, on a settlement of accounts, no provision is made.

37. It seems to us, that the effect of this regulation is to give advantages to the indigo planters in their dealings with the ryots, by dispensing in their favour, with the ordinary course of the law, to which all other persons in the state are subject.

We are not insensible to the difficulties of this subject. The planter who has already sunk a large capital in his works, and who is obliged to maintain an establishment of servants at a considerable expense, must be ruined if those with whom he contracts fail in the performance of their engagements, while the ryots having, as is customary, received advances of money from the planter, have nothing to lose but that on which we fear on such transactions they set no great value, character, but on the contrary enjoy a present advantage, by selling the plant to some other person than him for whom it was originally intended. We cannot, however, sanction any legislative measure which appears, like Regulation V., of 1830, not to extend equal protection to all; it seems to us, that the subject ought to have been more thoroughly sifted before you enacted this regulation. An inquiry should have been made by one or more Commissioners specially appointed for the purpose of investigating and reporting upon the matter, examining all parties interested, and all who were cognizant of facts, or likely to offer useful suggestions, and carefully distinguishing facts from inferences, and accurately tracing the authority of every statement.

38. It is further obvious that the same rules cannot, as a matter of course, be assumed as applicable alike to persons standing in positions so different from each other as those of Behar and Bengal; and again, as any of these from the inhabitants of the Western provinces.

39. The detail into which we have entered, though embracing many important particulars, and especially the opinions of many gentlemen to whose sentiments much weight must be attached, leaves, it is obvious, many points unexplained, which it is very desirable to have fully developed, with a view to a clear comprehension of the actual and relative condition of the parties interested.

40. We should wish you therefore to consider the means by which the circumstances of this important branch of trade, in so far as they are likely to bear upon judicial or territorial arrangements, may be thoroughly investigated and reported upon the different parts of the country, in which different plans of management are understood to be followed, being distinctly considered; all classes of persons interested having a full opportunity of stating what they may desire to urge, and the matters reported being given with a specific reference to the documentary or oral evidence on which they rest.

41. Without, however, deciding how far the views and statements given in the papers now under consideration, are to be admitted or disputed, we can have no hesitation in concluding, that they do not afford sufficient grounds for enforcing the engagements of the indigo ryot by a special penal regulation; so far from it indeed, the facts before us suggest strong doubts of the policy and justice of the measure.

42. We therefore direct that you rescind the second and third clauses of Regulation V. of 1830, and that you will revise the other clauses with reference to the remarks which we have made on them in a preceding part of this letter.

43. We cannot conclude without impressing on you the expediency of applying some remedy to the evils disclosed in the reports to which we have referred.

44. In this despatch we have dwelt mainly on the dark side of the case, because it is from such an exhibition that the necessity of some immediate interposition on the part of Government becomes

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App. No. 16.

apparent. We feel that the prevalence of such flagrant misdoings, in any part of the country, is a reproach to our administration; we doubt not that you have seriously considered the means by which they can be finally suppressed.

45. On our part, our best attention is given to the various suggestions of the gentlemen whose opinions you have transmitted to us. One great desideratum unquestionably is, a facility of access to courts of justice: when we advert to the power now exercised by the sudder amins, and the general high character of that class of persons, we cannot but feel surprised that you should have hesitated to intrust them with the authority which was suggested.

46. It is much to be lamented that it is so common for Europeans to hold land in other names than their own. The planters allege that this practice is in some measure owing to the forms and restrictions enjoyed by your resolution of May 1824, on Europeans desirous to take leases of land; if this should appear to you to be the case, we authorise you to relax, though with proper caution, such of the securities prescribed in that resolution, as in your opinion may be safely dispensed with.

47. We desire you will take into consideration the expediency of establishing a complete registry of all lands held by Europeans in each district, either in their own names, or in the names of others, and of taking the necessary steps to prevent, as far as may be practicable, their occupying any unregistered lands.

48. We have only to add, that all Europeans who are permitted to remain in the interior, must be taught practically, that obedience to the laws is an indispensable condition of their license to reside there.

We are, &c.

(signed)

Robert Campbell. *George Lyall.*
John G. Ravenshaw. *H. Shank.*
W. Wigram. *John C. Forbes.*
H. Lindsay. *J. R. Carnac.*
John Morris. *J. Stuart.*
W. Young. *N. B. Edmonstone.*
H. Alexander. *H. St. G. Tucker.*
John Loch.

London,
10 April 1832.

Appendix, No. 17.

STATEMENT of the Out-turn of Indigo between 1849 and 1859 in the Bengal Presidency, furnished by Messrs. *R. Thomas & Co.*

		1849–50.	1850–51.	1851–52.	1852–53.	1853–54.	1854–55.	1855–56.	1856–57.	1857–58.	1858–59.
Delhi	Beauts	687	762	954	616	958	694	840			
Bareilly and Agra		440	616	782	913	536	688	469	3,500	5,980	10,987
Futtehghur		6,235	6,338	10,018	11,257	9,760	7,344	12,813			
Cawnpore		655	1,409	1,460	1,284	1,836	1,002	1,516			
Allahabad		904	1,643	1,422	1,674	2,099	1,320	1,610	370	708	1,179
Benares and Mirzapore		3,080	2,915	2,728	3,715	4,609	3,126	3,035	1,088	2,755	3,057
Juanpore		3,033	2,519	2,357	3,764	4,716	3,160	2,521	586	3,278	3,797
Azimghur and Ghazeepore		1,318	1,875	2,044	2,865	3,247	2,128	1,421	816	1,087	1,586
Gorruckpore		796	1,037	873	1,091	1,718	1,300	866	557	713	1,036
Patna and Shahabad		3,035	3,151	3,796	3,681	3,765	2,677	1,820	238	632	1,635
Chuprah		807	1,613	866	1,046	965	1,961	1,262	2,356	930	2,072
Tirhoot		19,945	29,181	13,516	20,869	16,277	29,378	15,029	21,510	17,589	23,874
Monghyr	Bengal	492	890	557	884	643	1,482	1,064	1,747	994	1,888
Bhagulpore		3,302	2,917	3,375	3,998	2,396	4,112	3,108	3,200	1,230	3,230
Purnea		5,130	5,390	3,872	4,810	2,960	4,283	4,496	4,366	3,491	4,763
Malda		2,418	1,742	1,845	1,291	1,025	2,445	2,037	2,313	1,857	2,777
Moorshedabad		6,061	4,499	4,201	2,851	3,054	6,516	4,037	7,061	5,222	4,912
Rajeshye, &c.		3,283	3,829	2,840	2,851	2,302	5,272	2,497	4,841	3,331	3,512
Rungpore		682	403	623	877	1,315	689	500	765	250	466
Kishnaghur		13,702	18,718	15,528	10,276	11,377	11,650	10,362	10,205	13,084	8,023
Burdwan		4,052	5,781	3,076	3,153	3,870	2,914	2,925	3,277	2,783	2,186
Hooghly, 24-Perguunahs and Barraset		1,147	992	630	568	994	631	322	428	602	357
Midnapore		902	1,263	952	1,721	1,407	1,049	1,167	1,246	1,167	893
Jessore		16,818	15,955	9,572	9,654	7,811	12,305	6,585	10,227	10,353	8,655
Furreedpore		1,763	1,368	1,037	2,780	815	2,048	1,414	1,587	937	1,488
Mymensing		1,030	1,198	815	1,814	1,229	1,743	1,139	1,403	677	978
Dacca		2,654	2,512	2,338	2,484	1,423	2,252	2,089	2,400	716	1,773
Doab Native		229	183	350	162	190	1,452	122	above	3,400	5,000
Benares, &c.		309	254	734	1,572	3,225	2,467	2,674	1,454	800	2,682
Bengal, &c.		7,724	10,803	7,136	3,784	5,614	5,497	3,578	4,791	4,000	3,500
Total		112,585	131,666	100,787	108,104	102,131	125,585	93,488	92,332	88,477	106,087
Fogs and Trash		1,850	715	1,767	922	190	3,707	4,730			
		114,445	132,381	102,554	109,026	102,321	127,292	98,218	92,332	88,477	106,087

The above figures are True Extracts from our Books, made up each season, &c.

Calcutta,
August 1860.

R. Thomas & Co.

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Appendix, No. 18.

App. No. 18.

STATEMENT furnished by Mr. *Forlong*.

Ryot's Name, *Kannai Mundal** of Kannaidanga.—Season 1857-58. Christian

For 16½ Beegahs of Land.

	C Rs.	a.	p.
Balance due on account of last year	11	6	11
Advanced to him	25	2	–
Stamp paper	–	4	–
Indigo seed, at 4 annas per beegah	4	2	–
Cart-hire for bringing plants charged only at *Rs.* 1. 4. to the ryots per 100 bundles	2	15	–
TOTAL	43	13	11
Received 233 bundles of plants, price at 4 bundles per rupee	58	4	–
Balance in favour of the ryot — *Co.'s Rs.*	15	9	–

	C. Rs.	a.	p.
From the above lands, also, the ryot had a crop of indigo seed from the second cutting, of 16½ maunds, of which I paid him 66 rupees as its price, and 5 rupees as a present; total	71	–	–
The plough was also run through the indigo seed plant at a cost to the ryot of about 2 annas per beegah, and a *Kalai* crop sown among the seed plant, which gave a clear gain of 1 rupee per beegah, or	16	–	–
Total for Seed and Kalai	87	–	–
Indigo plant crop brought down *Co.'s Rs.* 58. 4.; less charges for seed *Rs.* 4. 2., for cart hire *Rs.* 2. 15., stamp 4 annas; total *Rs.* 7. 5., leaving for the indigo plant	50	15	–
TOTAL — *Co.'s Rs.*	137	15	–

Showing a return from the 16½ beegahs to the ryot of *Rs.* 8. 5. per beegah.

* This man and his father have had an account with the factory for the past 30 years, and there has been a very small balance at any time against either father or son.

Appendix, No. 19.

SENTENCE on Mr. *Forde*, dated 19 August 1848.

AFTER a full perusal of the entire record and mature consideration, I find that the plaintiff or deponent in the first instance is Tiluck Chunder Chowdari, who complained to the superintendent of police that his brother, Kishen Chunder Chowdari, had been seized by Mr. Forde's *lattials*, which happened in the following manner:—He, the said prosecutor, having complained previously to the superintendent of police, and that complaint having been made over to the deputy magistrate of Manickgunge, for inquiry and investigation, it came to Mr. Forde's ears, who deputed his *lattials* here and there to intercept and seize the prosecutor, through fear of which he was obliged to keep in concealment, during which his brother Kishen Chunder Chowdari was necessitated to go

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App. No. 19.

to Dacca to pay in his rents, for which purpose he set out in company with Kashi Chand Paik and Ramdoss Bandir, &c.; that he was then seized by certain factory *lattials* and others in the employment of Mr. Forde; to wit, Tepa Bukshi, Kokaram, Nubu, Harun, Nobin Kurmakar, Udar Khan, Durpurani, as appears from the depositions of his brother, from which I have extracted these names. It appears from the said depositions that he applied to Mr. Forde at various times for his release, that those imprisoned with him were speedily released, but Mr. Forde made the release of Kishen Chunder Chowdry conditional on his brother's giving in a *nolle prosequi*; that he was removed out of the way when some gentlemen from Dacca came to Mr. Forde's to shoot, and on their departure he was again brought back to his former quarters at Phoolbarea. It further appears that Mr. Forde and Mr. Wise agreed together to discontinue all the oppression of which complainant had originally complained to the superintendent of police, provided he would give up the case, and a note signed by Mr. Forde is appended to the record addressed to the different *manjhis*, belonging to plaintiff's *julkur*, to pay their rents as usual to plaintiff, thereby showing that Mr. Forde had been interfering in the manner complained of, and oppressing the people within the limits of the prosecutor's *julkur* or fishery.

The confinement of Kishen Chunder is fully proved, first by his own evidence, and by those who were carried off by the factory *lattials* and imprisoned with him at Phoolbarea, and also by the evidence of other parties who saw him in confinement. In this the deputy magistrate came to the same conclusion that I do, but not on such a full investigation. Apart from the direct evidence, there is more of a circumstantial nature; for instance, Mr. Forde's note. To the fact of abduction there is also sufficient evidence. That this practice of forcible abduction and imprisonment prevails in Mr. Wise's factories, also appears in the deposition of Huro Chunder, a *mooktiar* of the Furreedpore court, who deposes on oath that on his complaining against Mr. Wise, he was seized and imprisoned by Mr. Forde, and kept in confinement at his factories for some three months, and only escaped by giving a lease of his two anna share in his talook to the factory. Another victim of Mr. Forde's oppression is Jugo Mohun Hazra, a person stated to have been imprisoned 15 months, who denied everything at first, but, being unable to explain away the mark left by the irons, he reluctantly acknowledged the fact of his having been imprisoned some five times, and that he was even then a prisoner, and to protect him it was necessary to send him to Dacca under escort.

It will be seen, then, that this habit is usual and customary; other cases, not herein set forth, similar in kind, of gross violence and outrage, are equally well known in the management of Mr. Wise's factory; so that this is not a case standing *per se*, and highly improbable, but one just such as might be expected, and a mere customary act.

Mr. Forde meets this case with a general denial. He impugns the evidence, and would strike out the evidence of the fellow prisoner, and thereby get rid of the evidence to the imprisonment, and brings evidence to show that he is not guilty of the offence laid to his charge. A specimen of this is the evidence of one witness who was collecting some dues of a certain shopkeeper, last December, who states that Kishen Chunder then came into the shop to purchase, and that he asked the shopkeeper who he was. How did this particular information come to Mr. Forde's knowledge that he should be named for evidence? If this is not false evidence, it does look most like it.

In this case I note further, that since the institution of this case no less than four cases have been instituted by the factory people against plaintiff, three in the court of the deputy magistrate at Manikgunge and one in that of the magistrate at Dacca, all which plaintiff says are got up for the special purpose of annoying him, and that they are all false. These cases I have had under consideration, and they appear of that nature; the object being to compel plaintiff to withdraw his case, at least so he states; and my impression is that these cases were all vexatiously instituted, and that they are false cases, be the promoters who they may.

Looking at the direct and indirect evidence, and acts of this description being habitual and customary on the part of Mr. Wise's servants, European and native, I convict Mr. Forde of keeping in wrongful confinement, at Phoolbarea and elsewhere, Kishen Chunder Chowdari, he the said Kishen Chunder Chowdari having been violently seized and carried off by his, Mr. Forde's, factory employees, *lattials* and others; and under section 105, chapter 155, 53 Geo. 3, I sentence him to pay a fine of 500 rupees, realisable by distress, and in the event of the said fine not being realised, that Mr. Forde be imprisoned in the gaol at Furreedpore, for the period of one month from the date of the non-realisation of the said fine being reported by my nazir.

(signed) *E. Lautour*,
Joint Magistrate.

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Appendix, No. 20.

EXTRACT of Abstract Statement of Prisoners punished without reference to the Nizamut Adawlut by the Sessions Judge of Zillah Dacca, at the Gaol Delivery of Furreedpore, for the Month of October 1848.

1. Number of Case, and the Month in which it was committed.	2. The Number of the Prisoners.	3. Number of Crime, corresponding with Statement No. 2.	4. Names of Prisoners.	5. Sex.	6 Age.	7. Religion and Caste.	8. Profession.	9. Crime charged: when perpetrated, Name of Committing Officer, and Date of Commitment.	10. Crime Established.	11. Convicted on Violent Presumption, or on full Legal Proof.	12. Sentence of the Session Judge, and when it was passed.	13. SENTENCE.
11 August 1848	2	40	Mr. J. Tissendie.	Male	32	Christian	Indigo Planter.	1st Count. Illegally confining three wounded men named Megu, Phellu, and Kullimuddin. 2d Count. Privity to the same. 18 April 1848. Committed 12 August 1848. Mr. E. Lautour, joint magistrate of Furreedpore.	Privity to the illegal confinement of three wounded men, Megu, Phellu and Kullumuddin.	Violent presumption (zunighaleb).	To pay a fine of five hundred rupees (500 rupees) on or before the 20th November 1848, or in default of payment the fine to be commuted to imprisonment for six (6) months. 31 October 1848.	Sheik Meghu, Phellu, and Kullimuddin, were wounded in the affray in which Mr. Pinto was engaged on the 18th April 1848; they were missing till the 6th May, when they were found liberated on a *chur*. They had been, according to their own account, illegally confined a day at Balia Kandi factory, a day at Sonapore factory, 10 or 12 days in a zemindar's place, a day at Mouzah Chaunee, and were eventually set at liberty on Laozunni *chur*, alluvion of the Chundunna river, not far from Gara Kola factory, in the division of Furreedpore. The above

factories are under the control of Mr. Tissendie. The proof of Mr. Tissendie's privity rests chiefly on the evidence of the nazir of the joint magistrate's court, named Bharut Chunder Roy, circumstantial witness, No. 16. He had been deputed to investigate the case. He was at Jamalpore when Mr. Tissendie, who was travelling in a palanqueen about to cross the Chundunna at Jamalpore ferry, sent for him, and told him if in a day or two they looked in the neighbourhood of Gara Kola, they would find the missing men. The nazir, in his deposition in the sessions court, could not state on what date Mr. Tissendie made this communication. Mr. Tissendie denies having made it, and alleges his interview with the nazir was on the 6th May, subsequent to the missing men being found, and that they were in the darogah's custody at that time.

This is only cleared up by reference to the joint magistrate's nuthee. The joint magistrate called on his darogah for a report of the proceedings. The darogah furnished his report under date the 23d May; in it he states he went to Moodacolly on the 5th May, and on the eve of that day the nazir informed him of Mr. Tissendie's communication. Neither the nazir nor the darogah appear to have been influenced in their search for the missing men by what Mr. Tissendie had stated, but in the expectation of finding them in the neighbourhood of some place in the direction of Garakola, two burkundazes were sent on the night of the 5th of May, and on the 6th, not far from that factory, they met the men on the chur aforesaid.

Three persons, Ramsunker, Baidyonath, Agur Mahomed, witnesses No. 18, 19 and 10, were present at the interview of the nazir with Mr. Tissendie, and they verify the nazir's statement. The veracity of these witnesses might have been doubted, because one said Mr. Tissendie had only four bearers, another said he had 10 or 12, had not the darogah's report corroborated this their statement and that of the nazir.

It is impossible to conceive that three wounded men should be moved from factory to factory, and illegally confined for 15 or 16 days within the circle of country under Mr. Tissendie's control, he being on the property, without his being privy thereto.

Mr. Tissendie, aged 32, is a Frenchman, son of Antoine Tissendie, born at Montauban, in the department of Tarn et Garonne, in France, now resident as an indigo planter at Baliakandi, in the division of Pubna.

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Appendix, No. 21.

App. No. 21. **List of serious Cases arising from the Indigo Planting System, filed by Mr. *Eden*.**

1830: (1.) A case of dispute between two planters, Yong and Dick. Yong went with a party, and murdered Dick, *alias* Aimes. Yong was assisted by a foreigner named Pierre Aller. The foreigner and natives were tried at the Local Courts, and Pierre Aller imprisoned for life, the natives for fourteen and seventeen years. Yong, the principal, was tried at the Supreme Court on the same evidence, and acquitted.

(2.) Mr. Broderick wanted the lands of a zemindar named Akbar Alli. Instead of purchasing the zemindaree he sent men who felled the zemindar to the ground, plundered the house, kidnapped him and his brother, who were made to sign their names to two pieces of blank paper; one of them was then carried round from factory to factory for two months.

The native accomplices were imprisoned for five years; the European principal was fined 50*l.*

(3.) A party from Mr. Wooden's factory in Furreedpore attacked and plundered the village of Gouldangi, and kidnapped two men named Sidu and Dinu, because they would not sow indigo. The men were never again heard of. The native servants were imprisoned for twelve years and seven years respectively. The European was not tried.

1843:

(4.)
Disturbances in Pergunnah Bhunbhoom in Zillah Midnapore.

Three attacks upon Watson's factories in 1843.

1847:

(5.)
Case of abduction and imprisonment proved against the factory servants of Messrs. Wise and Glass, of Dacca.

One Gour Chunder Chuckerbutty refused to grant a lease to Wise and Glass; he was kidnapped. On passing through Dacca in a boat to the place of banishment, he saw an European in a boat; he broke from his guards and jumped into the river, and was picked up by the European, who turned out to be the collector. The native servants were imprisoned for two years each, the guards to one year's imprisonment. The European assistant who directed the violence was not tried.

(6.)

Case of attempt of the servants of Mr. Yong, of Ashgurra, to forcibly sow with indigo the lands of native cultivators; the owner of the land was murdered with a spear by a factory lattial; one factory servant was hanged, another transported for life, the rest imprisoned for seven years.

(7.)
Case of abduction and imprisonment against Mr. Forde, an assistant to Mr. Wise.

Kishto Chunder and others complained to the superintendent of police of the oppressions of Messrs Wise and Glass. In revenge, Mr. Forde, their assistant, had him seized and confined, and he was only released on signing a compromise of his previous complaint.

(8.)

Mr. Brevois had a dispute with a native, the native was waylaid by a band of factory servants and murdered, notwithstanding that he had been allowed a police officer to escort him. One factory servant was hanged, one transported for life, 10 imprisoned for 14 years. Mr. Brevois was not tried.

1851:

(9.)
Robbery, attended with homicide, committed by the servants of Mr. Brice, of the Khalipsore factory. Case of Doorga Prosad Dutt and others.

Mr. Brice, of Khalispore, had a quarrel with Nayan Chunder Mozumdar. He sent out 40 or 50 men, headed by his naib; they plundered the house and murdered one of the inmates.

Sentenced to five years' imprisonment, which the Nizamut considered too lenient.

European not tried.

(10.)
Nizamut Reports, Vol. 1, page 287 to 293.
Kidnapping of Kawaz Sheik, and plundering of the houses of the Sundial family.

In this case, the Sundial family threw up a farm which they held from the Hizlahut factory. Three houses were plundered, one man kidnapped and never again heard of; a factory servant punished.

European not tried.

(11.)
Affray between Mr. Tripp, of the Nonorgunge factory, and a zemindar, Brindabun Sircar.
Case of Karamulla Shah and others. Nizamut Reports, Vol. 1, pages 1054 to 1062.

Attempt to sow lands forcibly with indigo; lattials employed; one man killed by the factory jemadar of lattials, two other men severely wounded; prisoners sentenced to seven years' imprisonment.

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App. No. 21.

(12.) Case of Mr. Solano and Mr. Guillot.	The ryots were rack-rented, and goaded into attacking Mr. Solano and his assistant. The ryots were stated in the official report to be "exasperated and despairing of redress." They were imprisoned for various terms of five, four, and three years.
(13.) Attack on a party of men in the service of Mr. Lyons, of the Beniagram factory, and a party of men in the employ of Mr. Masyck of the Nimtoila factory. Case of Manickchand Biswas and others. Nizamut Report, Vol. 1, pages 1699 to 1711.	This was a dispute between Messrs. Lyons and Masyck about a *chur*. Two men were said to be missing after an affray. During the trial, one of the men turned up alive and well in another district.
(14.) Case of Mr. Cameron's dispute with the Narbi ryots.	Mr. Cameron proceeded to sow with violence the lands of certain villagers, under the pretence that they had contracted to sow indigo. Ryots defended their lands and wounded three of the factory people. The ryots were punished.
(15.) Violent seizure of ryots of the village of Choppapota, and homicide by people of the Dullimolla factory. Case of Ramsing and another. Nizamut Report, pages 558 to 564, Vol. 1, for 1852.	A party of men were sent out by Mr. P. Smith for the purpose of seizing ryots who would not take advances for indigo. The police watchman endeavoured to rescue the villagers, and was killed. The murderer told Mr. Smith that same day what had happened, yet Mr. S. permitted another man to be capitally sentenced for the crime. Before the execution, the real culprit committed a second murder, and then Mr. Smith was induced to inform the magistrate, that the person already sentenced wrongly was only an accomplice. (*Vide* oral evidence of Mr. Eden.)
(16.) Dispute between Mr. Gilmore and Dost Mahomed Chowdari at Pubna.	Mr. Gilmore sent some men to cultivate with indigo certain lands, which by the decision of a competent court he had no right to enter on. The owners of the land resisted; one man was killed. The trespassers were not punished; those who were acting in self-defence were imprisoned; some for five years, some for three.
(17.) Seizure of cattle, attended with homicide, by an armed body of men from the factory of Dhurmdah. Case of Setabuddin Shaik and others. Nizamut Report, Vol. 2, for 1852, part 2, pages 1 to 157.	This was an homicide committed by the same man who was engaged in case No. 15. The cases were very similar. Cattle carried off to force the ryots to take advances. The ryots resist, and death ensues. The defendant was found concealed in Mr. Smith's godown.
(18.) Riot and plunder of houses in the villages of Rvepore and Commbaug, by the people of Mr. Kenny, of the Salgurmudia factory. Case of Ram Soondur Dutt and others. Nizamut Report, Vol. 2, pages 184 to 189.	This was a most gross outrage committed in open defiance of the police; 34 ryots complained of the outrage and the plunder of their houses; 10 ryots ran away from the district and were afraid to complain. Twelve native factory servants were imprisoned for terms varying from five to three years. The Europeans were not punished.
(19.)	In July 1852 Gobra Sheik was sentenced to five years imprisonment for having murdered one Ram Chunder Bagdee, who endeavoured to rescue his cattle which were being driven off to the factory.
(20.)	On 12th January 1852, Komal Dass, a servant of Mr. Solano, was convicted of killing a native at the factory, by beating, kicking and trampling on him and forcing in his breast-bone, the cause being that this ryot had dared to complain to the police of the factory oppression. Seven years' imprisonment.
(21.) Attack on the village of Gopinathpore by the factory servants of the Nokanda and Paikadanga factories. Case of Ramsoonder Biswas and others. Nizamut Report, Vol. for 1852, part 2, pages 896 to 898.	This village was attacked, plundered and burned, because the ryots would not sow indigo for Mr. G. French; the attack was made in the presence and in defiance of the police. Twenty or thirty of Mr. French's servants were imprisoned for five years; Mr. French was not tried.
(22.)	A quarrel between Mr. Wise and Bishwanath Sen about the Lebutgunge Bazar. Sheik Hazara murdered Sheik Haran, and was imprisoned for 14 years.

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App. No. 21.

(23.) On the 4th September, Sheik Hadoo, a servant of the Hizlabut indigo factory, was imprisoned for 2½ years, and fined 100 rupees for carrying off the cattle of cultivators.

(24.) On 10th August 1852, a number of servants of Mr. Beddy, of the Naraingunge indigo factory, were convicted of murdering a boatman who resisted an attempt made by them to seize his boat for the use of the factory.

(25.) In July 1852 the servants of a Mr. Forbes, in Purneah, were imprisoned for going armed into a village and committing an affray, in which one of the opposite side was murdered. Mr. Forbes was not tried.

(26.)
Attack on private houses and property by the people of the Hizlabut factory. Case of Brojonath Sircar and another.
Nizamut Report, Vol. 2, part 1, pages 494 to 496.
Same as No. 10.

(27.) On the 16th February 1853 six persons were imprisoned by the Judge of Rajshye for being concerned in an affray between Watson & Co. and the zemindar of Chodur; one man was killed and six wounded.

(28.)
1853.
Ditto. Ditto.
Case of Habizulla Kazee and others.
Nizamut Report, Vol. 3, part 2, pages 334 to 335.
Same as No. 10.

(29.)
Attack of a boat, and the carrying off and imprisonment of certain persons by people of Mr. French's factory at Kasseearee.
Case of Gobind Chunder Sircar and others.
Nizamut Report, Vol. 3, of 1853, part 1, pages 625 to 629.
This was a case of dacoity committed by Mr. French's servants; a boat was attacked and property of the value of *Rs.* 3,104. 6. was plundered; the passengers and boatmen were kidnapped and kept in close confinement. The owner of the property had a dispute with Mr. French about land which was then under decision in the magistrate's court. Mr. French was not tried. The native servants were imprisoned for various terms, some of them for five years.

(30.)
Culpable homicide committed by certain men of Mr. Laruletta's factory at Kasseahdangah. Case of Gobind Ghose and another.
Nizamut Report, Vol. 3, part 2, pages 684 to 691.
The deceased in this case was a servant of Mr. Laruletta, and he was in the habit of levying fines upon the villagers for cattle trespass, real or imaginary. Mr. Laruletta discovered that he did not pay the full fines into the factory; he was murdered by factory servants; the natives were imprisoned for 10 years. Mr. Laruletta was not tried.

(31.)
Affray, with homicide, between the people of Messrs. Taylor and Morton of the Nurpore factory, and those of the zemindar of Noorpoor.
Case of Peerbux Nahadeep and others.
Nizamut Report, Vol. 3, of 1853, part 2, pages 947 to 951.
The factory servants seized and drove off a number of cattle engaged in ploughing for the zemindar; the zemindar's servants endeavoured to rescue them. One man, Kaimkhan, on the part of the zemindar, was killed by several spear wounds; the cattle were found in Mr. Taylor's factories on the opposite side of the Ganges. One of the servants was sentenced to 14 years' imprisonment, and the rest to five years. Mr. Taylor was not tried.

(32.) In July 1853 ten convictions were had against Mr. Tripp, of Salgurmudia, and Mr. Beaufort fined him 500 rupees.

1854:

(33.)
Riot, with homicide and wounding, originating in an attempt on the part of Mr. G. Collis, of the Balra factory, to cultivate indigo by force.
Nizamut Report, Vol. 4, of 1854, part 1, pages 637 to 643.
There was a dispute between the shareholders of Mouzah Jungour, in Tirhoot. Collis gained a case of a one-eighth share against the wishes of the proprietors of the other seven-eighths. He sent out a large party to sow lands forcibly. The villagers collected and resisted, and wounded three factory servants; they were imprisoned, some for seven years, some for five and three years.

(34.)
Riotous attack on the village of Moharajpore by men connected with Mr. Smith's factory, Bansberiah.
Case of Raghub Turufdar and others.
Nizamut Report, Vol. 4 of 1854, part 2, pages 1 to 5.
The factory had a dispute with Mr. P. Smith about the village of Maharajpore; Mr. Smith sent out a party of several hundred men, who attacked the village, felled the police jemadar to the ground, and carried off a man named Meghai, apparently dead, on an elephant.
The houses of the villagers were gutted and the cattle driven away. The Sudder acquitted the parties, because the body of Meghai was not forthcoming.

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1855 :

(35.)
Affray with homicide, originating in an attempt on the part of Mr. Deverinne to raise the rents of the village of Parka.
Case of Lall Mohummud Biswas and others.
Nizamut Report, Vol. 5 of 1855, part 2, pages 177 to 179.

Mr. Deverinne tried to raise the rents of a talook; the villagers opposed him; an affray ensued in which one man was killed, 3 wounded, 3 kidnapped, one of whom never appeared again. The Sessions convicted; the Nizamut considered the affray clearly established, but doubted the identity of the persons then before them.

(36.)

A man was confined in the godown of the Shanpore factory in Messrs. Watson's concerns; he died, and his body was thrown into a large lake with a bag full of stones round the waist. The Nizamut acquitted, on the grounds that there was nothing to show the "particular treatment" which had caused death. This man was confined on a suspicion of theft, on a charge preferred by a merchant.

(37.)
Riot with homicide, originating in an attempt to force the cultivation of indigo.
Case of Gorai Mundul and others.
Nizamut Report, Vol. 5, part 2, pages 767 to 770. Jessore.

The planter endeavoured to force the cultivation of indigo. The villages resisted, and one of the factory servants was killed. The Nizamut released the villagers, "giving them credit for having only asserted the natural right of defence of their own property, which the aggressive acts of their assailants had encroached upon."

(38.)

There was a dispute in Purneah between one Doorjun Sing and a Ranee about an estate. Doorjun Sing was in possession by order of the Court. After being in possession for four years, Mr. Palmer persuaded the Ranee to give him a lease of her rights, and, in 1855, 150 armed men forcibly went to eject Doorjun Sing; they killed one and wounded four of Doorjun Sing's servants. Mr. Palmer's servants were imprisoned for three and four years; he was not punished.

1856 :

(39.)
Riot with homicide, originating in an attempt made by Mr. W. Collis, of the Chak factory, to get hold of land for indigo cultivation.
Case of Churrun Sing and others.
Nizamut Report, Vol. 6 of 1856, part 1, pages 807 to 808.

Musammat Maliss preferred a claim to a share of the estate of Chak which was declared by the collector to be "false and unfounded." She followed the usual practice of giving a farm of her rights to a planter named Collis, who collected a number of men and drove herds of cattle on to Chak lands, with a view of driving out the tenants. The villagers protected themselves without violence, on which the factory people attacked them and killed one of them on the spot. The servants were imprisoned; some for seven years, others for shorter terms. Mr. W. Collis, who was admitted by the Judge to have given the order, was not put on trial.

(40.)
Attack on the village of Hatdoil and Kokphoo by the retainers of Messrs. J. and R. Watson, of the Bansberiah factory.
Case of Chunder Seekur Sircar and others.
Nizamut Report, Vol. 6 of 1856, part 2, pages 6 to 29.

The villagers of three villages Hatdoil, Khamarpore, and Kokphoo would not sow indigo. A party of 150 armed men, headed by mounted sowars, was sent out of a factory presided over by a European manager, to coerce them. The three villages were gutted, three cultivators were murdered and six wounded. The Europeans were not punished or tried; European counsel was retained to defend the natives at an enormous expense.

1857 :

(41.)
Disputes between indigo planters, Messrs. Laruletta and Herklotts, and assault on Mr. Herschel, assistant magistrate of Aurungabad.
Case of Bhairub Sing.
Nizamut Report, Vol. 7, part 1, pages 339 to 341.

Dispute about a *chur;* armed lattials collected by two contending planters. The assistant magistrate came to apprehend them, and was severely assaulted and wounded in the head.

(42.)
Mutual affray between the people of Mr. Wise's factory, at Judoo *chur*, and certain villages at Himayutpore.
Case of Chedam Chang and others.
Nizamut Report, Vol. 7, part 2, pages 183 to 187.

Mr. Wise had a dispute with Moulvee Abdool Ali about some lands. Wise sent out a party to sow the lands with indigo. Gopal was killed and the body was carried off. Both parties claimed the body. The defendants were imprisoned, some for ten years, some for seven years, others for five years; European not tried.

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App. No. 21.

(43.) Affray between the retainers of Mr. McArthur, of the Meergunge factory, and the villagers of Jyparrah. Case of Pubbun Meah and others. Nizamut Report, January 1858, pages 34 to 37.	Mr. McArthur sent out a party of armed men to sow the lands of the village. The factory party were declared to be the aggressors in an affray, in which one man was killed and one wounded. The villages were described as a rather refractory set, refusing to pay rent to Mr. McArthur or to sow indigo. Both sides were punished with seven years and five years' imprisonment.
(44.) Conviction of Mr. Tripp, of the Bamundi factory, of plundering wood, and the abduction and imprisonment of one of the men in charge of the timber.	This was a case of plundering wood and kidnapping the complainant, and sending him off to another district; Tripp was fined.
(45.) Affray between the servants of the Rutton factory, belonging to Messrs. Hills & Co., and the people of Bhobyparra.	Dispute about a *putni*; whilst it was under the investigation of the court Messrs. Hills tried to get forcible possession; an affray took place, in which one man was said to have been killed, but the magistrate doubted the murder, and merely convicted of the affray.
1859: (46.) Three cases of illegal imprisonment proved against Mr. M'Arthur of the Meergunge factory.	Mr. Bainbridge, on going to dine with Mr. M'Arthur, found in the factory godowns three men, confined because they would not cultivate indigo; he released them, and fined M'Arthur.
(47.) Attack on some of the villages of Gobgachia by the servants of Mr. Cockburn, of the Challa factory.	Mr. Cockburn wanted the ryots' ploughs; the ryots refused to give them; his men attacked the villagers, killed one, wounded two; plundered houses and carried off cattle; ryots were not under advances.
(48.) Mr. Laidley, Mr. Wise's manager, confined his naib, Nobo Coomar, for two months in a godown.	Mr. Lance, the magistrate, personally released him, and imprisoned Laidley. Sentence, in appeal, commuted to a fine.

(49.)

Case in which the magistrate of Baraset punished the servants of the Hobra factory for going forcibly, with men and ploughs, and ploughing up 125 beegahs of land belonging to ryots, destroying the rice, and sowing indigo on it.

Appendix, No. 22.

App. No. 22.

From the Honourable *A. Eden*, Officiating Collector of Cuttack, to the President of the Indigo Commission, Calcutta, dated the 16th August 1860.

EXTRACT.

WHEN giving my evidence before your Commission, I omitted to state a fact, which shows, perhaps more forcibly than anything else, the great abhorrence in which the native peasantry hold the cultivation of indigo; further proofs of this are, perhaps, unnecessary after the voluminous evidence to this effect which the Commission has already taken. But, at the same time, if the Commission have no objection, I should feel obliged by their permitting the following statement to be attached as an *addendum* to my evidence.

2. When Baboo Pranath Chowdari, of Satkheera, purchased Pergunnah Balinda in the Baraset district, the ryots agreed to pay him a cess of 2 rupees per plough, on the condition that the indigo factories were kept closed; this cess came, in the aggregate, to 5,000 rupees per annum, and has been regularly paid, until the ryots discovered that the cultivation of indigo was optional, and they then withheld payment, being indifferent as to the factories remaining closed. On their refusing payment, an attempt was made to collect the tax by force, and I imprisoned the baboo's servants; the record will be found in the Baraset court. I have heard that the baboo has now sued the ryots for arrears of payment. On this point, however, the collector of Baraset will be able to furnish full information. If a few ryots will pay 5,000 rupees merely for the sake of escaping the liability of having to deal in raw produce with the manufacturers of indigo dye, the Commission will be able, at once, to understand the absurdity of the statement that the unprofitable nature of the crop is covered by "collateral advantages," such as medicine and schools; advantages, moreover, which are furnished by Government to every district, without the condition of having to grow an unpopular crop.

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ESTIMATE of relative Cost and Return of Indigo and Tobacco, filed by the Honourable *Ashley Eden*. App. No. 22.

Cost of growing Indigo on Tobacco Land:

	Rs.	a.	p.
Rent	3	–	–
Eight months' ploughing, at two ploughs per week	8	–	–
Manure	1	–	–
Cost of seed	–	10	–
Weeding	–	4	–
Cutting	–	8	–
Total Rs.	13	6	–
Proceeds, 20 bundles at 5 per rupee	4	–	–
Loss to ryot on indigo Rs.	9	6	–

Cost of growing Tobacco on the same Lands, as per Major Smyth's Report:

	Rs.	a.	p.
Ploughing	8	–	–
Seedlings	1	–	–
Planting (6 coolies)	–	9	–
Weeding, breaking off tops and suckers (64 coolies)	6	–	–
Collecting leaves, drying and tying into bundles	–	15	–
Manure	1	–	–
Rent	3	–	–
Packing, at 5 annas per maund	2	8	–
Total Rs.	23	–	–
To which I would add watering	1	–	–
Total Rs.	24	–	–
Proceeds, 7 maunds at 5 rupees	35	–	–
Deduct	24	–	–
Rs.	11	–	–

The profit which the ryot would have obtained from the free use of his tobacco land added to the direct loss on indigo, gives a loss of *Rs.* 20. 6. But in 1858, tobacco was selling at 18 rupees per maund; this would give the ryot a profit on his tobacco crop of *Rs.* 101. 14.

My estimate of the produce of a beegah of tobacco is nearly half of Major Smyth's, who put it at 13 maunds per beegah instead of seven.

The comparative produce of rice and indigo I give as follows:—

INDIGO:

	Rs.	a.	p.
Rent	1	–	–
Seed	–	10	–
Ploughing	1	–	–
Stamp	–	2	–
Harrowing	–	2	–
Weeding	–	4	–
Cutting	–	8	–
Dusturi	–	4	–
Rs.	3	14	–
Ten bundles, at 5 per rupees	2	–	–
Loss to ryot Rs.	1	14	–

RICE:

	Rs.	a.	p.
Rent	1	–	–
Seed	–	12	–
Ploughing	1	–	–
Weeding	–	9	–
Cutting	–	8	–
Harrowing	–	4	–
Rs.	4	1	–
Ten maunds rice, at *Rs.* 1. 4.	13	8	–
One rupee of straw	1	–	–
Rs.	14	8	–
Deduct expenses	4	1	–
Rs.	10	7	–

Appendix, No. 23.

LETTER from Mr. *G. R. Clarke*, of Khalbolia. App. No. 23.

W. S. Seton-Karr, Esq., President of the Indigo Commission.

Sir,

WILL you kindly allow me to place upon record a correction of a portion of the evidence of "Mr. A. T. Maclean, ex-joint magistrate of Dumurhuda," wherein he states that myself or my assistant, Mr. Harvey, prosecuted two ryots of Hurryhurnagur village, who, upon investigation through the police, turned out to have been dead for the past 18 years.

This is a mistake, as I only prosecuted five ryots in that village, against each of whom I obtained and executed decrees, as the files of the Damurhuda court can show. By filing this as supplement to my evidence you will oblige,

Yours, &c.

G. R. Clarke.

Khalbolia, 24 July 1860.

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Appendix, No. 24.

To *W. S. Seton-Karr*, Esq., President of the Indigo Commission, Kishnaghur.

Sir, Choukidanga, 12 July 1860.

App. No. 24. I WAS sorry to observe, a short time ago, a statement made upon oath by an European witness, before your Commission, to the effect that Ameer Mullick, of Khanpoor, Pergunna Halda, Zillah Nuddea, was or is a notorious bad character, and that, obtaining my support, he did not hesitate to practice all kinds of oppressions, &c. This statement is incorrect. I knew Ameer Mullick in 1842-43-44, when I was managing partner at Katgarra, and again in 1852-53-54-55 (in all seven years), when I was manager for the Bengal Indigo Company, and had Ameer Mullick been the character described by Mr. Larmour, I must have known the fact. I most solemnly declare that I never heard any ryot or other person ascribe bad practices to Ameer Mullick during all the years I was manager of the Katgarra concern. I believe him to be entirely innocent of all the charges brought against him. I hear that Ameer Mullick and two of his sons are now in Kishnaghur, and are to be heard of at the house of Umesh Mookerjee, Mr. John White's head *gomastah*, who know Ameer Mullick and his antecedents thoroughly; I hope, therefore, your Commission will be pleased to give Ameer Mullick an opportunity of proving that he is not, and never was, the bad subject denounced by Mr. Larmour.

I remain, &c.
R. P. Sage.

P.S.—25th August. Ameer Mullick's residence consisted partly of *pucka* and partly of *cutcha* dwellings. It was in one of the *pucka* compartments that Ameer Mullick, his brother Kanjee Mullick, and two others, were baptised in my presence by the Rev. John Joseph Foy. I appeared before the Commission on the 4th instant to swear to the truth of all I have herein stated, but indispensable business prevented my waiting till the taking of Mr. C. Chapman's evidence should be finished.

R. P. Sage.

Appendix, No. 25.

To *A. R. Young*, Esq., Secretary to the Government of Bengal.

Sir,

App. No. 25. I HAVE the honour, by direction of the Committee of the British Indian Association, to request the favour of your laying before his Honor the Lieutenant Governor of Bengal the following remarks, which the Committee consider it their duty to submit in connexion with the appointments noted in the margin.*

The Committee presume that the gentlemen named are to have no remuneration for the performance of their magisterial duties, but are to be permitted to carry on business for their own profit in the localties where they are to exercise those functions.

The Committee deem it superfluous to state that, personally, to the gentlemen invested with the important powers described they have no objection whatever to make, but that the appointments involve some most important principles, which circumstance alone elicits this representation from them.

The Committee beg, in the first place, to remark that the question as to the propriety of investing Mofussil residents of any class with the powers of magistrates is not a new one.

It has been discussed for many years, and was most elaborately considered a few months ago, when very extensive inquiries were instituted to ascertain the views of the community upon the subject. If previous discussions left the question doubtful, the last inquiry placed the fact beyond controversy, that the vast majority of intelligent people in the Mofussil were averse to the measure of investing indigo planters and their assistants with the authority and powers of magistrate, and upon grounds which it was impossible wholly to invalidate.

The Committee do not pretend to deny that the country magistracy needs to be strengthened in point of numbers. This has long been the case, as well when the discussions referred to above were carried on as now. But they fail to perceive that any new circumstances have arisen or conditions supervened which at once alter the nature of this question or its bearings. The Committee beg to refer to the published sentiments of his Honor the Lieutenant Governor upon this very question, not in a spirit of cavil, but with a view to state that they are aware of no new circumstances which could alter the tenor or force of those sentiments.

In the administration of British India, no principle has been enforced with greater care, or been productive of better results, than that no public servant, whatever be the nature of his functions, should carry on business for profit while holding office. In the case of officers holding judicial authority, it has been declared that, coming under any sort of pecuniary engagements with persons within their jurisdiction, shall incapacitate them for office. These stringent provisions have been enforced by Government with the utmost rigour, and the consequence has been that the portion of the public service under the immediate supervision of the Government, whatever may be its other faults, is distinguished for purity of character.

The Committee of the British Indian Association

* The 1st August 1857. The following gentlemen to be assistant magistrates and to exercise the powers of a covenanted assistant to a magistrate under Regulation XIII. of 1797, and IX. of 1807, and Section XII. Act X. of 1854, in the district of Nuddea and Moorshedabad respectively, viz., Messrs. R. F. Larmour, J. Forlong, and I. Burrell, in Nuddea; Messrs. H. Deverell, G. M. Jackson, and J. Watson & Co., in Moorshedabad.

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tion take leave to doubt whether this principle can be infringed in any case without hazarding great and valuable interests. It is not fair to the people (the Committee respectfully submit) to place them under the magisterial authority of persons who have more than ordinary temptations to abuse that authority; it is not fair to those who are thereby placed under such temptation; it is not fair to the Government itself, the character of which is estimated by the conduct of its agents.

The Committee, moreover, doubt the legality of the measure now adopted. They cannot bring themselves to believe that the Executive has authority to found such an institution as an unpaid magistracy without the previous sanction of the Legislature. The law (in terms) prohibits public servants in civil employment from engaging in trade, agriculture, and other pursuits, for the sake of profit. The measure under consideration as effectually militates against this law as if it modified in so many words the relative statute. There appears, too, to the Committee, a technical objection to these appointments. The Committee are aware of but three classes of persons who can be appointed to magisterial offices in the Regulation Provinces, viz., persons under covenant to the East India Company; uncovenanted judicial officers, ex-officio, or by nomination; and persons nominated under Act XV. of 1843. The gentlemen appointed Assistant Magistrates in Nuddea and Moorshedabad belong to neither of these classes.

The Committee further beg to state that in canvassing the merits of this measure, they have found it impossible to avoid remarking the inviduousness of confining the appointments to one particular section of the community, a section separated by many circumstances from the body of the population; and in justice to the character which the association assumes to itself as representing the opinions and sentiments of the majority of the natives of the country, the Committee cannot but express their regret that the measure (since it has been adopted) was not less partial and exclusive than it is. App. No. 25.

Not that the Committee would hereby be understood that they consider it expedient at the present time to invest persons of any class of the community with the office of honorary magistrate; they urge the objection contained in the foregoing paragraph as one which, in their opinion, enhances the force of the other objections enumerated against the measure.

The Committee of the British Indian Association submit these remarks for the consideration of his Honor the Lieutenant Governor, in the hope that his Honor will see fit, if he should decide upon maintaining the appointments already made, to direct the introduction of a Bill into the Legislative Council for enabling the local governments to vest persons of property and station in the Mofussil with the powers, but without the emolument of magistrates, and making provision for their removal in cases of misconduct. Such a course would bring the merits of the measure into fair discussion, and procure to a long disputed question a satisfactory settlement.

I have, &c.
(signed) *Issur Chunder Singh*,
Honorary Secretary.

British Indian Association Rooms,
No. 3, Cossitollah,
29 August 1857.

Appendix, No. 26.

From the Officiating Under Secretary to the Government of the North Western Provinces, to the President of the Indigo Commission Calcutta, (No. 1019), dated Nynee Tal, 15 August 1860.

(Revenue.)

Sir,

I AM directed by the Honourable the Lieutenant Governor to forward the accompanying copy of a letter No. 60, dated the 30th ultimo, from the Commissioner of Allahabad, with its enclosures, relative to indigo planting in this province, and to intimate that further information which is expected from the districts of the Agra, Meerut, and Benares divisions will be shortly forwarded.

I have, &c.
(signed) *J. D. Sandford*,
Offg. Under Secy. to the Govt. of the N. W. Provinces.

From the Officiating Commissioner, 4th Division, Allahabad, to the Officiating Under Secretary to the Government, North Western Provinces, (No. 60), dated Allahabad, 30 July 1860. App. No. 26.

(Revenue.)

Sir,

IN reply to your letter No. 811A of 1860, of 14th instant, I have the honour to forward the reports from the several collectors of this division on the subject of indigo planting, and the system pursued at the different factories. There appear to be only two factories in Allahabad, one in Cawnpore, and none in Futtehpore or Banda.

2. A favourable opinion is held by both Messrs. Court and Lance, of the relations between our up-country planters and their cultivators; and from my experience, especially in the district of Budaon, where I was for some years, I can also bear testimony to the high estimation in which the Messrs. Donalds were held by their native neighbours in general, as well as by the cultivators of indigo in particular.

I have, &c.
(signed) *A. Cocks*,
Officiating Commissioner.

Allahabad, Commissioner's Office,
30 July 1860.

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App. No. 26. From the Collector of Allahabad to the Officiating Commissioner of Allahabad Division, dated 19 July 1860.

Sir,

I HAVE the honour to acknowledge the receipt of your docket, No. 58, dated 18th instant, with its enclosures.

2. I have not seen Mr. Saunders' evidence, but in the Allahabad District, and in other districts where I have had experience, the following system, I believe, prevails between indigo factors and cultivators of lands for the supply of indigo plants.

1st. The cultivator grows it without advances, and brings his produce to the factory, where it is weighed and paid for. This is, however, not common, but only pursued where the cultivator is in such circumstances as to be able to grow the plant without assistance from the factor. This was the case in some villages in Budaon.

2d. The factor enters into an agreement with the cultivator for the supply of a certain quantity of plant. The latter takes an advance, and gives a document, pledging himself to grow and deliver the stipulated quantity of plant, or be liable for three times the value of the deficiency.

3d. Where the factor is also zemindar and proprietor of the land, he advances seed to tenants, realizes his rent and seed advance from the produce, and pays for the value of surplus plant delivered.

3. I have never known any case of violent affray consequent on these transactions, and I believe the cultivation is sufficiently popular with the people to enable the factor to procure the quantity of plant he requires. I am certain that this is the case where the factor is strict and honest in his dealings, and gives allowance for failure through calamity of season or other cause not involving fraud on the part of the cultivator.

I have, &c.
(signed) *M. H. Court*,
Collector.

From the Officiating Collector of Futtehpore to the Officiating Commissioner of the 4th Division, Allahabad, No. 238, dated 19 July 1860.

Sir,

IN reply to Mr. Secretary Sandford's letter, No. 811 A, dated 14th July, forwarded to me for report, I have the honour to inform you, that indigo is not cultivated in this district by either Europeans or natives.

I have, &c.
(signed) *J. W. Power*,
Officiating Collector.

From the Collector of Banda to the Officiating Commissioner, 4th Division, Allahabad, No. 1216, dated Banda, 21 July 1860.

Sir,

I HAVE the honour to acknowledge the receipt of your circular docket, No. 58, dated the 18th instant, and in reply to say that indigo cultivation in this district is on so small a scale, even if it may be said to exist at all, that I am unable to give any information on the points specified by the Indigo Commission; I am not aware whether this arises from the soil not being suited to the nature of the plant, or from the depth of water in wells precluding all surface irrigation. The latter I should say was the principal obstacle to the successful cultivation of indigo.

I have, &c.
(signed) *H. W. Dashwood*,
Collector.

From the Magistrate of Cawnpore to the Officiating Commissioner, 4th Division, Allahabad, No. 346, dated 22 July 1860.

Sir,

I HAVE the honour to furnish the report called for in your circular, No. 58, of 18th instant.

2. Most of the indigo factories in this district are held by the Messrs. Maxwells. They do not manufacture direct from the plant as in Bengal, but purchase a native manufactured article called "gâad," which they re-manufacture according to the usual method.

3. They have three modes of obtaining this raw manufacture.

1st. By a system of contracts, called "Budni."

2d. By purchasing in the open market, called "Khush Khurid."

3d. From their own ryots, called "Zemindary."

4. The Budni contracts are made with any one applying for them. He usually contracts for a certain quantity of "gâad" at a fixed rate, for which payment is made in advance. If the budnidar delivers a larger amount than he has contracted for, he receives for the surplus the market or "Khush Khurid" price. If he delivers less, he is charged for the deficiency at the same rate. Unlike the system in Bengal, a budnidar, from having once received advances is not obliged to sow indigo from year to year, but his accounts are made up and settled at the time of delivery. For the ensuing year it is quite optional for him to take advances or not, or even to take advances from another manufacture. If he does not pay the sum charged for the deficiency, he is liable to be sued in the Civil Court, but so thoroughly *bonâ fide* are the engagements, that I am assured it is but seldom necessary to resort to this measure.

5. The "Khush Khurid" method explains itself. There the ryots, either connected with the factory zemindaree or not, grow indigo for their own profit as they would any other crop, manufacture it into "gâad," and take it to any factory they prefer, and sell it in the bazaar, where it is purchased by the factor's agents.

6. The zemindary method of course only applies to those who possess land independent of their factories. Those ryots that agree to grow indigo receive a remission of rent, usually one-fourth, which is carried to their debit as an indigo advance. They, like the others, manufacture the plant into "gâad," and bring it to the factory of their zemindary; a contract rate is fixed each year, and their accounts are made up annually, and they can at any time decline the remission, and refuse to cultivate.

7. In no instance does the manufacturer supply seed. Four seers of seed usually go to one beegah, which yields from 15 to 30 maunds of plant, and from 15 to 20 seers of "gâad." One beegah

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beegah will yield besides about one maund of seed, and the zemindary ryots contract to supply it at eight annas below the bazaar rate. The rent of the zemindary beegah is two rupees; seed varies in price from three to nine rupees per maund; and "gând" from 1850 to 1851 averages as below per maund, according to the Messrs. Maxwell's books:—

	Budni.	Khush Khurid.	Zemindary.
1850-51 - -	6 15 6	8 7 4	7 1 4
1851-52 - -	6 7 9	8 12 7	6 10 10
1852-53 - -	6 8 5	8 13 10	6 7 9
1853-54 - -	6 8 -	10 - 3	6 5 6
1854-55 - -	6 9 8	6 - -	6 8 6
1858 - - -	- - -	12 - -	—

In cutting plant for manufacture some always is left for seed. In these provinces it is perennial, and will occasionally last to the third year. It is then inclined to run to wood.

8. This system, which is in practice also in the Futtehgurh and Mynpooree Districts in common with the manufacture from the plant, gives no trouble either to the civil revenue or criminal authorities from the voluntary nature of the bargains; the most convincing proof that the trade is healthy and unfettered is, that natives of the Baniah caste in this district adopt this system of manufacture without possessing a beegah of land to give them local influence.

I have, &c.
(signed) *G. E. Lance*,
Collector and Magistrate.

Cawnpore, Collector's Office,
22 July 1860.

From the Commissioner, 5th Division, to *G. Couper*, Esq., C.B., Secretary to the Government of North Western Provinces (No. 18), Allahabad.

Sir,

I HAVE the honour to acknowledge the receipt of Mr. Sandford's letter (No. 811A), under date the 14th ultimo, with enclosure from the President of the Calcutta Indigo Commission, calling for reports from the collectors of districts on the two points mooted in Mr. Seton-Karr's communication, and on the system generally pursued at the indigo factories of the division.

2. In reply, I beg to submit an abstract of the reports furnished me by my district officers, and to offer the following remarks on the subject:—

3. The planters of this division are, almost without an exception, an unoppressive, honest, and hard-working set of men, who form a great contrast to the same class of persons in Bengal. The reasons for this are twofold. First, that in Bengal the districts are so large, and the executive so weak, that the planters, though commencing by mere self-defence, have gradually been drawn on to take up the position of public oppressors. Secondly, that the character of the ryot of Bengal is far below that of the peasant of these provinces. In Bengal, the ryot scarcely ever thinks of complaining against his landlord or superior, while in Benares the certainty of immediate redress, and the independence of the peasantry, induce them at once to lay a complaint in court, should they deem themselves aggrieved. App. No. 26.

4. The indigo planter of this division leases the land that he requires, with the full consent of the lessor, and takes all the risk of the crop on himself. He has the ploughing, sowing, and weeding of his fields done by contract, and superintended by overseers, called *zillahdars*, who are inhabitants of the villages included in the tract of country which is supposed to be attached to his factory. Each *zillahdar* superintends the cultivation which progresses within his circle of three or four villages.

5. The planters are almost invariably a blessing to the surrounding county. If a landed proprietor is pressed for money, he gets a loan from the planter, and in return gives him a good deal of land to cultivate indigo upon. If a poor tenant is being squeezed by an oppressive landlord, and is in danger of forfeiting his tenant right, he takes an advance from the planter to free himself from his difficulties, and gives him half his fields to sow indigo in.

6. I have known this division for 11 years, and have never heard of any oppression on the part of the planters, whom I have, on the contrary, always found to be firm supporters of the law, and ever ready to assist in looking after the peace of the district, and in caring for the roads and public thoroughfares in their neighbourhoods.

7. There is but one portion of the indigo system, as followed in this division, which I have to condemn, and it is that of the lessor's signature to the *shattas* being almost invariably attached to a piece of plain stamped paper, which is left to be filled up at their leisure by the factory amla. The leisure is of course never found, and the document remains blank, and liable to be filled in with any thing but what was intended by the lessor. I must, however, confess that I have never yet heard of any dishonourable advantage being taken by the planters of this carelessness on the part of the lessors.

I have, &c.
(signed) *F. Gubbins*,
Commissioner.

Benares,
14 August 1860.

ABSTRACT of the Reports furnished by the Collectors of the Benares Division, on the system of Indigo Cultivation that holds good in their respective Zillahs.

AZIMGURH.

The Collector states, with reference to Mr. Seton-Karr's 3d para., that zemindars and ryots are perfectly ready to give their lands for the cultivation of indigo, which is not unpopular; that there have been no violent affrays or troublesome litigation within the last ten years; that the systems of cultivation pursued in his district are as follows:—

Cash advances of two sorts are made by the planters, either to the cultivators of land or to the landholders themselves. Under one system the cultivator binds himself to deliver so many maunds of plant at a specified rate to the factory, while, under the other system, he or the zemindar

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App. No. 26.

bind themselves to make over certain lands to the factory at certain rates: that in the latter case the factory cultivates the land with its own servants and hired labourers: that both zemindars and ryots know that they can get money from Europeans on cheaper terms than from natives, and that on being pressed for money on account of the Government *jumma* which they have to pay, or on account of the expenses to be incurred in a marriage, they come to the planter and take the advances above alluded to: but that when the time comes for the fulfilment of the contract between the parties, the native often attempts to evade it, and foists off bad land upon the planter, or it then appears that advances had been taken upon lands to which the lessor had no right: that the system of purchasing plant from the cultivators on advances made them, is found to be a losing one, and is therefore now but little resorted to, but that were the ryots honest and laborious, he would make cent. per cent. profit at the rates current in the district: that the superintendence of the lands cultivated by a factory is entrusted to a class of men called *zillahdars*, who, each of them, looks after a circle, the centre of which is his own village, and that 20 or 30 zilladars may be employed in each factory: that these zilladars are great rascals; that they do not have the lands half enough ploughed or sufficiently watered, thus doing the planter much mischief: that they extort money from the planter, and if their demands for advances are not responded to stop all the works; that many planters are ruined by these means: that the planter is likewise the victim of rascality on the part of the cart-men and buffalo-men who carry in his plant: that the remedy for all the evils thus borne by the planter would be, to vest magistrates with powers of summary jurisdiction for breach of contracts, as was the case in Lord William Bentinck's time, and to allow him to compel daily labourers, cart-men, and buffalo-men to a fair day's work for a fair day's wages.

Juanpoor.

The Collector reports that all the planters inform him that as long as zemindars and *assamis* can obtain advances from them on easy terms, so long the cultivation of indigo will be popular; that the Tehseeldars report that the zemindars and *assamis* only give up their lands to factories when hard pressed for payment of revenue, and that they even then do so greedily; that the cultivation of indigo is attended with neither difficulties nor disturbances; that it is neither popular nor unpopular; that litigation of course goes on in the courts, but that even this would cease were a bye-law enacted for the Juanpoor District, forbidding new factories being established at a less distance than eight or ten miles from the old ones. Submits statements from Messrs. Mathews & Saunders, explaining the system followed by them in cultivating indigo.

Mirzapoor.

The Collector states that the indigo planters of his district take lands on fresh lease every year from the zemindars or tenants, the said lease being always on stamp paper and usually written; that the whole cultivation, from first to last, is carried on by factory servants, and that the zemindars or tenants take no part in it; that the cultivation is by no means unpopular, and that cases of litigation are rare; that he has never known of a complaint being made against a planter for oppression; the factories put each of them into circulation, free of interest, sums of about 70,000 rupees per annum, exclusive of pay of establishment, and that both landlords and tenants find the lease of a portion of their lands a convenient mode of realising ready money when required. That the leases run for 14 months, during which (viz., from Jeth to Koar) the lessor would only have been able to raise one *rubbi* crop, and that were the money borrowed elsewhere, 36 per cent. interest would have to be paid, and the mortgaged land would be recovered with great difficulty.

Benares.

The Collector states that the planters of his district do not cultivate through the owners of fields but with their own factory servants and ploughs, taking all the risk of the crop on themselves, thus encouraging the *assamis*, when pressed for money, to lease their lands to them; that the system in vogue is so manifestly beneficial to the natives that it could not possibly lead to the results now unfortunately existing in Bengal. The planter here takes the place of the village *mahajun*, but without charging the enormous interest that the latter would. The planters are all honourable and upright men, and gain the esteem and respect of the surrounding agricultural community; they are a blessing to the district, and a great assistance to the magistrate. There have been no violent affrays or disturbances within the last 10 years about indigo cultivation, and the criminal suits instituted are almost invariably connected with the disputed possession of fields.

Ghazepore.

The Collector reports that there have been no serious affrays or excessive litigation, within the last 10 years, connected with the cultivation of indigo. That the planter takes all the risk of the season upon himself; leasing the land from the zemindar or ryot for one year as an under-tenant, and cultivating it himself; that the planter advances two or three rupees per beegah when the *shatta* is written out, charging interest at the rate of 12 per cent., the accounts being settled when the *kists* are due, and that it is the want of money for present purposes that induces the lessors to give their lands; that the best lands of a village are never given to the factory, as this cultivation exhausts them; that disputes are caused by the want of precaution in planters when taking their lands, in not ascertaining to whom they really belong; that the only chance for a planter to succeed is for him to make himself popular, and that all the old planters get on admirably without having any disputes, whereas the young and rash ones are always in hot water; that the increase in the price of grain has enhanced the rates paid for land, to which the planters have been obliged to succumb.

(signed) *F. Gubbins*,
Commissioner.

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From *Alexander Ross*, Esq., Officiating Commissioner, Agra Division, to *G. E. W. Couper*, Esq., C.B., Secretary to Government, North Western Provinces, Nynee Tal (No. 94 of 1860), dated Agra, 27 August 1860. App. No. 66.

Sir,

I HAVE now the honour to submit the report on the cultivation of indigo in this division called for in your letter, No. 811 A., dated 14th July.

2. Indigo is cultivated more or less in all the districts of this division, but more especially in Furruckabad, where it has long been cultivated on a large scale by European and native firms.

3. The Collectors of this division are unanimous in the expression of their opinions on the several points relating to this species of cultivation, embraced in Mr. Seton-Karr's letter enclosed in yours under acknowledgment.

4. First; the cultivation of indigo appears to be highly popular, both with the zemindars and the cultivators. Second; affrays arising out of the cultivation of indigo are unknown in this division, and litigation is comparatively rare. Third; the system of cultivation pursued is unattended with trouble or annoyance either to the executive or judicial authorities.

5. I subjoin a brief abstract of the replies received from the several Collectors of this division on the subject of indigo cultivation.

Etawah, 19 July 1860.

6. Mr. Hume, the Collector of Etawah, reports that there are no European indigo factories in his district, and that indigo is cultivated to a very small extent by the zemindars. The cultivation is unpopular with no class, and has not at any time been productive of violent affrays, or been the cause of trouble to the executive or judicial authorities.

7. The same remarks are applicable, Mr. Hume says, and in a much greater degree, to the Allygurh district in which he served during the years 1852, 53, and 54. This result Mr. Hume attributes to the fact that the European indigo planters in that district paid well, were scrupulously honest in their dealings, and treated the people well and kindly.

Agra, 19 July 1860.

8. Mr. Phillips, the Collector of Agra, reports that, with the exception of one concern, the cultivation of indigo in his district is confined to the ordinary zemindars. He states that the cultivation of the indigo plant is popular, and that the system pursued has never been productive of affrays or trouble to the judicial or executive authorities of his district.

Muttra, 24 July 1860.

9. Mr. Best, the Collector of Muttra, reports on the several points embraced in the inquiry as follows:—

10. First; the profits realised by European planters have induced zemindars and mahajans to follow their example, but as a rule, the former are not favourable to their ryots cultivating indigo on account of Europeans. Second; nevertheless, cultivators sow indigo or not, as they like. The want of summary remedy against the cultivator induces European planters to treat the latter with consideration.

11. Third; the accuracy of the revenue survey and settlement records, and the strong establishments in the North Western Provinces' Tuhseel, all aid the district authorities in exercising a pressure not found in Bengal; which prevents lawless attempts to take possession of land by force. Hence affrays are almost unknown.

Etah, 14 August 1860.

12. The Deputy Collector of Etah, Mr. Thornhill, reports as follows, on the cultivation of indigo in his district.

13. First; the cultivation of indigo is decidedly popular, and the cultivators take contracts with eagerness. Second; Mr. Thornhill is unaware of a single instance in which indigo cultivation has led to affrays.

14. The brief description given by Mr. Thornhill of the system pursued by European planters in cultivating indigo is identical in its main features with that given by the Collector of Furruckabad, to which reference will be made further on. It need not, therefore, be detailed in this place.

Mynpoory, 15 August 1860.

15. Mr. Chase, Officiating Collector of Mynpoory, reports much to the same effect as the other Collectors of the division. He states that the cultivation is carried on in his district to a considerable extent, both by European and native planters. He represents the cultivation of indigo as highly popular, both with the zemindars and ryots, and as being unattended, either with breaches of the peace, or with trouble and annoyance either to the European planters themselves, or to the judicial or executive authorities of the district.

16. This Mr. Chase ascribes in great measure to the value set, and the use made of the indigo advances for paying the rubbee instalments of the revenue.

Furruckabad, 18 August 1860.

17. Mr. Lindsay, the Collector of Furruckabad, concurs generally with the opinions expressed by the other Collectors of the division, describing the cultivation of indigo as popular in his district, and unattended with affrays, and comparatively so with litigation.

18. Mr. Lindsay has furnished a detailed and interesting description of the system pursued in the cultivation of indigo in this part of the North Western Provinces, which I think it better to submit in original, than to attempt to make an abstract of. Mr. Lindsay's enclosure, No. 1, Letter No. 498, dated 18th instant, is therefore submitted.

I have, &c.
(signed) *A. Ross*,
Officiating Commissioner.

Commissioner's Office, Agra Division,
27 August 1860.

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App. No. 26.

Enclosure.

No. 1. From Collector, Furruckabad, No. 498, dated 18 August, reporting on Indigo Cultivation in his District.

From *C. R. Lindsay*, Esq., Collector of Furruckabad, to *Alexander Ross*, Esq., Commissioner, Agra Division. (No. 498 of 1860). Furruckabad Collectorate, 18 August 1860.

Sir,

I HAVE the honour to acknowledge your circular letter, No. 56, dated 18 July last, forwarding Government Letter, No. 811A, dated 14th instant, calling for a report on the indigo cultivation of the North Western Provinces.

2. Indigo is cultivated to a great extent in this district. It is exported in large quantities to Calcutta, both the seed and the dye, and to the Punjab, Rajpootana, and Central India; to the latter places the partly manufactured dye called *gâud*, is sent in immense quantities, whilst to Calcutta the manufacturers only send the finest dye and seed.

3. The price generally realised for "gând" fit for exportation, at this station is about 87 rupees per maund; and for the fully manufactured indigo, 125 rupees per maund. The expenses may be reckoned to date of sale at 60 rupees and 80 rupees per maund respectively.

4. There are probably 50 different concerns in this district, numbering, perhaps, 150 factories. Each factory is generally connected with 25 or 30 villages and hamlets, and on an average turns out 60 maunds of manufactured indigo, that is indigo dye; the highest out-turn may be 70, the lowest 50 maunds per factory.

5. From 300 maunds of the "plant" one maund of indigo dye is extracted, consequently there is on an average about 18,000 *kucha* beegahs (a *kucha* beegah is equal to about one fifth of an acre) of land under indigo cultivation connected with each factory. In some villages as much as 4,000 beegahs of land are under indigo cultivation, in others again the quantity does not exceed a few beegahs.

6. The system in force for the cultivation of indigo in this district is as follows:—

In the month of January, advances are made by purchasers of the plant, seed, or gâud to the zemindars and to the ryots, but more generally to the former for security sake.

The advance is made with reference to the position or generally known character of the zemindar and ryot.

The intending purchaser ascertains the extent and quality of the land to be sown with indigo, and the number of plonghs the contractor employs; having satisfied himself on this head, he calculates that with one pair of bullocks a contractor can cultivate ten *kucha* beegahs of indigo, and no more. The produce from that land in a fair average year will be from 15 to 20 maunds of the plant and one maund of seed per beegah.

7. A contract, or as it is termed in the vernacular of the country, a *sattah*, is now drawn up in the presence of witnesses, generally the servants attached to the factory, by the gomashtah or head-servant of the factory, to which the illiterate contractor affixes a mark, or he touches the pen with which the deed was written, otherwise he signs his name to it. The contract sets forth the extent of land to be cultivated, the quantity of plant seed or gâud to be delivered by the contractor, and the rate to be given, which for the plant is generally from 18 rupees to 20 rupees per 100 maunds, for seed 4 rupees to 6 rupees, and for gâud 20 rupees to 12 rupees per maund. One hundred maunds of the plant will generally produce 2½ maunds of gând, and when gâud is contracted for, it must be delivered at such a consistency that 2½ seers, or about 6 lbs., be taken up with the hand at one time.

8. It is customary to pay the contractor in advance the full value of the indigo plant or gâud which he has promised to deliver, though the contrary system is also in force. In the latter case the contractor would receive one-half in advance, one quarter after the first irrigation, and the remaining portion after the first weeding. Indigo fields are generally irrigated thrice before the setting in of the rains, and twice weeded before the produce arrives at maturity.

9. If the contract is made with the zemindar instead of with the ryot, which is generally the case, a higher rate of about 22 rupees per 100 maunds is given by the purchaser to the contractor. If the contract is made with a ryot, he brings forward as his surety the zemindar of his village. As strict supervision is exercised over the zemindar as is exercised over the ryot; the same forms are gone through.

10. Having received his advance in January, and paid one per cent. on the amount to the gomashtah, which is technically called suttah, even the contractor does what he pleases with the money, but he must sow from Bysakh to Asar, *i. e.* from April to June, in which months are the first and the last sowings of indigo.

11. To each factory are attached probably eight peons, or as they are termed *sipahies*; these servants look after the welfare of their master, keep the contractor to his engagement, see that the ryots water and irrigate the indigo fields, and otherwise exercise a strict supervision over the zemindar and ryot. Without this strict supervision the engagement would not be properly fulfilled, and the purchaser would be a loser. In the event of idleness on the part of the contractor, he is brought up to the factory and admonished, or he may receive warning through the sipahies. These sipahies do not receive any *dustoori*, but they invariably live at the expense of the contractor when they visit his indigo fields.

12. The purchaser of indigo does not lay much stress on the description of soil for indigo cultivation, but it is generally found on lands of an average quality; the rich lands producing too much stalk, the leaves being sparse. This, though an advantage to the contractor, is loss to the purchaser, whose object is to obtain as much leaf as possible from which the dye is extracted. Land fit for sugar-cane and cotton is well adapted for indigo.

13. In the event of a ryot, who has contracted with the purchaser of indigo, not paying his rent to

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to the zemindar or proprietor of the village lands, the standing crop of indigo is liable to be attached for the rent. In such a case the purchaser always pays the rent due, and realises it from the ryot or cultivator afterwards. The zemindar seldom or ever gives annoyance in such a case; he is satisfied with having obtained his rent. The payment of rent by the purchaser is, however, never one of the conditions of the "Suttah;" such an occurrence, too, is very unfrequent.

14. The indigo harvest commences in a good year in the month of Bhadoon, a portion of the plant being reserved for seed which ripens in Kartik or November. The cutting continues probably a couple of months. The accounts are made up at the factory in Kartik.

15. During the interval the cultivator has delivered, from time to time, the plant at the factory. Each load, when delivered, is weighed in the scales by the weight which may be in use at the place where the factory is situate for weighing corn, for each delivery of indigo a receipt drawn up by the *gomashta* or other person authorised to grant receipts, is given to the contractor. If the purchaser obtains three-fourths of the indigo contracted for, *i. e.* if he obtains indigo to the value of 15 rupees out of the 20 rupees, which he generally gives for 100 maunds of the plants, he considers he has made a good bargain, and that the contractor is an honest man. The remaining five rupees are realised by degrees; perhaps they are paid in seed, perhaps from the produce of the sale of seed; very frequently the balance goes on to the account for next year, in which case, instead of advancing 20 rupees for 100 maunds of plant, the purchaser only gives 15 rupees, and thus squares his account with the contractor.

16. A ryot contracting to produce indigo is supposed to realise on an average a profit of one rupee per *kucha* beegah; but if the higher standard is given, viz. 20 rupees per 100 maunds, his profits would be greater, say the rent of the 10 *kucha* beegahs is - - - *Rs.* 10 - -

Watering - - - -	10	-	-
Weeding - - - -	2	8	-
Seed at 1 or 1¼ seer per *kucha* beegah - - - -	1	8	-
Total Cost - - - *Rs.*	24	-	-

Thus he has realised rather more than *Rs.* 1. 8. per beegah, small enough when it is taken into account that he has to support his family, buy and feed his cattle, &c. App. No. 26.

17. The ryot has, however, other sources of income; he has paid the year's rent for his indigo fields, and he makes the best use of the land. After the indigo is cut, and in the event of the stumps not being left to produce both plant and seed the following year (which if left on the ground they would produce in good quantity and quality if the year be favourable), the cultivator prepares the land for a spring crop; that is the rubbee crop. Very generally he sows potatoes, a very lucrative crop, which comes to perfection in January; these in their turn are dug up and melons sown, at whose roots, ere the vegetable is quite matured, indigo seed is again sown. Thus the cultivator obtains three crops off the indigo land during the year.

18. During the past year potato growers realised from 15 rupees to 25 rupees profit on each *kucha* beegah planted with potatoes; the average profit is from 8 rupees to 120 rupees per beegah.

19. That indigo cultivation is not remunerative; in fact, that it is the least remunerative of the various kinds of cultivation, is quite certain. The reason why it is followed is, that the advance offered in January by the purchasers of indigo is a temptation not to be resisted—it is so much ready money in the ryot's pocket; he is a rich man for the hour, and is happy; moreover he has assets to meet the demand for the *rubbee* rents, which will shortly be made. Once entangled in debt, once having signed the *suttah*, it is difficult for the cultivator to free himself from the web which he has quietly wound round himself. Nevertheless, the suits for breaches of indigo contracts in the civil courts are but few, perhaps not four per cent. of the cases in which contracts have been entered into, and affrays regarding indigo cultivation are unknown. In some parts of this district there are ryots who cultivate indigo without receiving advances, but the system is exceptional. Kachees Koormees, Kisons generally cultivate indigo, and now and then Thakoors, Bramins, and Mohamedans.

I have, &c.
(signed) *C. R. Lindsay*,
Collector.

Furruckabad Collectorate,
18 August 1860.

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APPENDIX, PART II.

App. Part II.

No. 1.

PAPERS RELATING TO THE INCREASE IN THE PRICE PAID FOR OPIUM.

From *E. T. Trevor*, Esq., Secretary to the Board of Revenue, to the President of the Indigo Commission (No. 187), dated Fort William, 25 May 1860.

Sir,

Opium. H. Stainforth, Esq.

In compliance with the application made in your letter No. 1, of the 15th instant, I am directed by the Board of Revenue to transmit a copy of the correspondence (as per margin)* that has lately taken place on the subject of the increase in the price paid for opium to the cultivators of the poppy in the Behar and Benares agencies.

I have, &c.
(signed) *E. T. Trevor*, Secretary.

From *R. N. Farquharson*, Esq., Opium Agent of Behar, to the Officiating Junior Secretary to the Board of Revenue, Lower Provinces, Fort William (No. 116), dated 8 August 1859.

Sir,

In reply to the 3d and following paragraphs of your letter to my address, No. 267, of the 30th ultimo, relative to increasing the price now paid by Government to the *Asamees* for their opium, and requiring me to prove the absolute necessity for such increase, by causing a searching inquiry to be made in every district of this agency, regarding the relative prices of agricultural produce, labour, and lands in 1855, and at the present time, I have the honour at once to submit a short statement prepared during my tour through the districts in December, January, and February last. A further and more complete Return will be called for in hearing again from the Board in reply to this letter.

	Selling for One Rupee in 1855-56.			Selling for One Rupee in 1858-59.		
	Md.	*s.*	*c.*	*Md.*	*s.*	*c.*
Tobacco -	0	20	0	0	10	0
Mustard -	0	30	0	0	15	0
Linseed -	1	0	0	0	16	0
Potatoes -	2	20	0	1	10	0
Oats - -	1	15	0	0	25	0
Wheat -	0	30	0	0	16	0
Barley -	1	10	0	0	20	0
Gram - -	1	0	0	0	22	0
Goor - -	0	35	0	0	20	0

2. The subject is indeed a very difficult one, and I would not be thought to urge the extra expenditure in opposition to those who view the whole matter more dispassionately from a distance, as well as more advantageously, from the facilities Calcutta would afford for ascertaining the probable requirements of the foreign markets.

3. It appears to me that the question to be first considered, is, at what quantity is it desirable to maintain the cultivation and provision; and this will, I imagine, depend very much on the point of supply at which the present high prices may be expected to retrograde.

1853-54 - 4,50,129 beegahs.
1858-59 - 3,41,502 beegahs.

4. The present cultivation, though much less than that of 1853-54, will suffice in ordinary seasons for a supply of 20,000 chests, or even if reduced to three lakhs of beegahs, would give more than 18,000 chests. If this is considered sufficient, there is no immediate necessity for increase.

5. The great access of cultivation since 1835-36, is owing to the influx of other than the old established poppy cultivators, who are chiefly of the *Koeree* caste, and owing to their habits of industry, and, being able to bring their whole families, including women and children, into use, are able to get more out of their land, and produce opium much cheaper than the *Rajpoots*, *Brahmins*, and others, who, from their women not being used to field labour, must hire labourers for the purpose; and these, often when most wanted, as at the gathering season, are not to be procured. The mass of the *Koerees* will probably adhere to the poppy cultivation even at three-fourths per seer, as long as the present advance system continues, because with their resources they can get as much by it out of a small portion of land, as they could with other crops from a larger area, and are able to utilise the whole amount of labour at their command, part of which would otherwise be idle to their detriment. But the generality of the other classes will secede until circumstances again reduce very much the profits from ordinary crops, and make the cultivation of the poppy by hired labour

* From Opium Agent of Behar, No. 116, dated 8 August 1859.
From Opium Agent of Benares, No. 83, dated 27 August, with Enclosure.
To Secretary to the Government of Bengal, No. 264, dated 21 September 1859.
From Secretary to the Government of Bengal, No. 2720, dated 2 November 1859.
To Opium Agents of Behar and Benares, No. 401, dated 11 November 1859.
From Opium Agent of Behar, No. , dated 11 February 1860.
From Opium Agent, Benares, No. 11, dated 30 January 1860.
To Secretary to the Government of Bengal, No. 76, dated 1 March 1860.
From Opium Agent of Behar, No. 55, dated 9 April 1860.
To Secretary to the Government of Bengal, No. 128, dated 13 April 1860.
From Under Secretary to the Government of Bengal, No. 987, dated 7 May 1860.

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labour cheaper to them than it is at present. The cultivation of cereals by hired labour has the advantage over that of poppy by the same, owing to the wages of the former being paid in kind.

6. I do not, in fact, contemplate any much greater falling-off in the poppy cultivation, unless the prices of cereals and oil seeds rise still higher, but if it is deemed desirable to maintain our provision at the average supply of the last 10 years,* or to bring it again up to the standard of 1853-54, and the few following years,† some greater inducement must be held out to all classes to cultivate the poppy than the present price of three rupees four annas per seer offers.

7. I am averse to call for general information from the districts without absolute necessity. There is no keeping such calls secret, and their spread always does harm in exciting hope or encouraging vain expectation. There can be no doubt in the mind of any one of the fact my simple statement conveys, every sort of country produce being now nearly double what it was three years ago, and labour proportionately high. To elaborate these facts will add nothing to the facility of deciding the question at issue, and only lose time, which, if a large provision is aimed at for 1859-60, can ill be spared at the present juncture. I will, at all events, do nothing till I hear again from the Board on the subject, when, if desired, full information shall be sought throughout the agency.

8. My own view of the case is, that as far as mere profit goes, it is of little importance whether we provide 20,000 or 30,000 chests of opium. It seems an even chance that the smaller quantity will be as productive as the larger, perhaps more so; but still it seems politic to be prepared for a possibly increasing market, and to this end I advise the endeavour to regain our lost cultivation by an increased payment of four annas per seer to the cultivator.

9. I willingly concede the plea of past bad season being in itself no ground for increasing the price paid for opium, but it must necessarily be allowed as a make-weight, when it is considered that the entire loss of such seasons has always been borne by the cultivators, some small sums only having been lately remitted by Government for total loss of crops by hail, drought, and excessive moisture. Violent storms of wind and hail have from time to time devastated the opium fields without any loss to Government from their ravages. In former years, with other produce ranging at small rates, and labour cheaper and plentiful, the opium ryots could and did stand all these losses, and still profited largely by the trade, but now things are altered to such an extent that the gain by opium is not commensurate with the extra risk, trouble, and expense of the cultivation except under particular circumstances of caste and custom, a reliance on which alone must necessarily cramp and curtail our operations.

10. The reduction from three rupees eight annas to three rupees four annas per seer, was doubtless a well-considered and proper measure at the time it was introduced, and I have no doubt but that if the three rupees eight annas had been retained throughout, the present cry would have been for a return to the former rate, three rupees ten annas; yet weighing all the circumstances, I feel confident not only that the interests of Government will be best served by the present concession of the extra four annas per seer, but that the boon was in a measure owing to the people for their admirable conduct under the difficulties of the late bad seasons and throughout the troubles of 1857-58. I allude chiefly to the clear balance sheet of many years, and the almost entire immunity of Government from loss by seasons and rebellions, though the first have been indifferent for three years, and the last was rife throughout all these districts for two.

11. Opium will be produced and brought to us in considerable quantities even at the present rate, but it will be no longer the popular cultivation it has been, and much coaxing and management will be required to keep up the growth of poppy to anything like the present low standard.

12. The people are perfectly aware of the large profits their labour brings to Government, and naturally expect to be in some slight measure benefited by the same. There has been no outcry or attempt to strike or in any way improper demonstration, but there is an unmistakeable murmur throughout the land, with manifest signs of falling-off, which I think the Government will be very unwise to ignore or neglect. The concession may now be made gracefully as an almost unsolicited boon. It will not exceed six lakhs of rupees, probably not be more than four lakhs; and though it is of importance that the notification be immediate, the extra payment will not be required till July 1860.

13. Should this extra charge be out of the question at present, would it be asking too much to crave the promise of it for the following year? Such a promise widely promulgated would have the best effect, and be the next best measure to an immediate grant of increase.

I have, &c.
(signed) *R. N. Farquharson*, Opium Agent.

From *H. C. Hamilton*, Esq., Benares Opium Agent, to the Junior Secretary to the Board of Revenue, Lower Provinces, Fort William, No. 83, dated Ghazeepore, 27 August 1859.

Sir,

I HAVE the honour to acknowledge receipt of your letter, No. 280, of the 3d instant, with copy of one addressed by the Board of Revenue to the Behar Opium Agent, No. 267, of the 30th ultimo, "relative to a return to the price of three rupees eight annas per seer for opium to be paid to the *assamees*, and requesting my opinion on the subject as respects this agency. The Board at the same time

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* Average, including *abkaree*, from 1847-48 to 1856-57 inclusive, 29,092 chests.

† 1853-54	4,50,129	1855-56	4,29,858
1854-55	4,41,747	1856-57	4,13,991

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App. Part II.

time are pleased to direct me to obtain the opinions of the most experienced sub-deputy agents in this division, taking care to agitate the matter with caution, and not to allow it to be made public."

2. The Board have now, by your letter, No. 312, of the 20th instant, requested me to hasten my reply, consequently I am unable to supply some tables of the prices of food (whether for man or beast), and of the rates of labour and prices of land, which I had in contemplation to submit, as they will take more time to prepare than is just now available, whilst the subject under discussion is being settled.

3. The several officers noted in the margin,* all thoroughly experienced and intelligent European gentlemen, and on whose judgment every confidence can with perfect safety be placed, are unanimously and strongly in favour of a return to the former price of three rupees eight annas per seer for opium, in the hope that it may induce cultivators to resume their poppy cultivation, and that it may to some extent check the falling-off which is continuously going on from one cause or another in the settlements of their respective divisions.

4. Mr. A. H. Turnbull, however, now sub-deputy agent of Cawnpore (one of the transferred sub-deputies from the Behar agency, and who has always advocated no increase from motions, I presume, imbibed in the Behar Province), is the only officer who still abides by his former opinion, but he has not supplied the information I called for, nor given any sound data for his opinion. In fact, he assumes that a beegah of land will, on an average, yield eight seers of opium, whereas in 1854-55 it was only five seers one quarter chittack, and in 1858-59, four seers five and three quarter chittacks. Mr. Turnbull does not think it would "be prudent to raise the price to three rupees eight annas per seer, for it cannot," he remarks,† "be expected that as the price of grain rises or falls, the price to be paid for opium is to be regulated thereby," although he admits that the cultivators are deriving larger profits at present from grain than from opium. Mr. Turnbull, moreover, looks to a contingency which I should be sorry to see realised, for if the cultivators were to meet with another reverse, nothing but downright famine would follow, and then it would be all over with grain, and poppy too.

"We shall most probably have the usual decrease both in cultivation and produce consequent on the profits at present derived from grain cultivation, but as soon as the cultivators meet with one reverse, we shall have them taking to the opium again. The advances are our great stand-by, and so long as they are freely distributed, I do not think we need fear for the present at least any great loss."

5. I confess I place no reliance on Mr. Turnbull's opinion or views in this matter, and I can only add that his *gomashtas* in a body entreated me, if the opium cultivation was to be kept up at all, to agitate the case and the hardships of the cultivators, with a view to affording them relief by increasing the price given them for their opium, or in some other way.

6. The real point for serious consideration, as stated by the Board, is to prove that the price of three rupees four annas per seer for opium, which was fixed in 1854-55, though it may have been liberal enough then has now ceased to be so, and if this fact be established, then it becomes clear that relief must be given, or else the cultivators will relinquish their cultivation; and if they should once generally and systematically do so throughout the agency, there would be a very momentous decrease in the revenue; but this might, I conceive, to some extent be averted by a small expenditure of from four to six lakhs of rupees being now promptly and judiciously distributed throughout the North Western Provinces during the next six months in small sums, and I doubt not the increase to the revenue, which must follow, would confirm the wisdom of the measure, and keep and carry with it the good-will of a very large and respectable section of the agricultural community.

Description of Produce.	Ghazeepore and Benares.		Selimpore Division in Goruckpore.		Goruckpore.	
	1855.	1859.	1855.	1859.	1855.	1859.
	Per Rupee.	Per Rupee.	Pr. Re.	Pr. Re.	Per Rupee.	Pr. Re.
Wheat - - -	23 to 25 Srs.	16 Srs.	22 Srs.	13¼ Srs.	40 Srs.	24½ Srs.
Barley - - -	30 to 33 ,,	16 to 20 ,,	32 ,,	20 ,,	57 ,,	36 ,,
Rice - - -	14 to 16 ,,	10 to 11 ,,	20 ,,	12 ,,	32 ,,	20 ,,
Dhan - - -	35 ,,	16 to 17 ,,	—	—	—	—
Surree (Kussaree) -	40 to 45 ,,	23 to 24 ,,	—	—	—	—
Indian Corn - -	30 to 35 ,,	26 to 28 ,,	—	—	—	—
Bajrah - - -	29 and 30 ,,	17 and 18 ,,	—	—	—	—
Gram - - -	25 to 27 ,,	18 and 19 ,,	25 ,,	17 ,,	45 to 50 ,,	30 ,,
Oorud - - -	22 to 24 ,,	16 to 18 ,,	18 ,,	10 ,,	32 ,,	18 ,,
Peas - - -	35 ,,	20 to 22 ,,	—	—	—	—
Urhur - - -	30 ,,	22 ,,	21 ,,	12 ,,	38 ,,	25 ,,
Dal, Urhur - -	25 and 26 ,,	16 to 18 ,,	—	—	—	—
Wheat (Flour) -	16 ,,	12 ,,	- -	- -	30 ,,	16 ,,
Oil - - -	About one-third dearer in price.			—	—	—
Ghee - - -	2 and 2½ srs.	1 and 1½ srs.	—	—	—	—
Bhoosa - - -	2½ and 3 mds.	1 and 1½ mds.	—	—	—	—
Kharie - - -	30 srs.	20 srs.	—	—	—	—
Choonee - - -	1 and 2 mds.	1 md.	—	—	—	—

7. The tables given in the margin, will I trust, prove that the prices of every agricultural production have increased very considerably since 1855, and with respect to the rules paid for the hire of day labourers, or common coolies, they have, I beg to observe, equally increased within the Ghazeepore and Benares Divisions. The hire of a common labourer has been raised from one-and-a-half annas to two annas per diem, while in Goruckpore, where labourers were to be had in 1855, at from four to six pice per man, and two-and-a-half to three and four pice for women and children, per diem, they are now only procurable, and that with difficulty, at—men, for two annas per diem, and women and children in proportion. With respect to the rents paid for land sown with poppy, I am sorry I cannot give any reliable information. Within the Goruckpore Division, the rates vary from three rupees upwards per beegah, and as the district is just now about to undergo re-settlement, it is expected that there will be a considerable increase made upon opium lands. There

* Mr. G. Osborne, Sub-Deputy Agent of Goruckpore, and 29 years' Government service.
Mr. T. Wilson, Sub-Deputy Agent of Goruckpore, and 20 years' Government service.
Mr. R. Nicholson, Selimpore, and 16 years' Government service.

† See copy of his letter No. 211, dated 17 August 1859, accompanying.

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There seems to me to be a disposition generally to enhance the rent, as the Azimghur cultivators have been complaining and so have their Ghazeepore brethren.

8. When it is known there that these exorbitant prices and rates are now and have been for the past three years prevailing in these provinces without any prospect of improvement, and that people who could afford to eat twice a day are reduced, in consequence of the dearness of provisions, to one meal, while many can with difficulty supply themselves and families with even one hot meal per diem, is it to be wondered at that the opium cultivators who have not received any increase in the price of their opium during these hard years, and have had to suffer from the effects of the rebellion, the unusual vicissitudes of seasons, and other discouraging measures, should be gradually relinquishing their poppy cultivation, and cultivating their lands with other crops which are sure to yield them a higher return, and prove much more remunerative in every way? The fact speaks for itself, and I only hope the extra four annas per seer may be granted, otherwise the consequences must be serious.

9. Nobody who has been resident in these provinces since 1855 doubts the enormous increase which has taken place in the prices of every description of food, in all articles the common produce of the country, in the rates of common labourers, menials and artizans of all classes; in short, in all the common necessaries of life, not omitting materials for building and repairing huts, houses, &c. The districts are fast being drained, owing to the great and necessary influx of British soldiers, the requirements of the railways, and the enormous demands in consequence of the Commissariat and Public Works Departments. These following upon and during two years of mutiny and capricious seasons completely subverted the common order of things, which it will take years of industry and good management to restore to their proper and usual equilibrium; while, however, other commodities have been commanding higher prices in every way, our opium unfortunately has remained stationary in price, and no wonder the cultivators are abandoning the cultivation.

10. It is not for me to question the expediency of the last reduction which was made in the price of opium, but it does not appear to have been advocated by any of the experienced officers of this agency, as they have all along been convinced that it could not stand if revenue was required from opium. The measure was of course carried out, but it has always been most distasteful, and it has engendered great discontent as well as has another rule which has been recently set in force in this agency, whereby premium is no longer given for opium of a higher consistence than the agency standard of $\frac{7}{10}$ths, although batta is levied upon all opium delivered below it. I really question whether this measure is in the long run economical, and as the rule does not apply to the Behar agency, and it has proved very inconvenient in carrying on our factory operations, I wish I could venture to hope it might be abrogated. We find from experience that the delay which occurs at the Factory from having recourse to various measures to bring up low opium to a caking consistence, whilst heavy establishments are kept up all the time, not omitting the risk and inconvenience we incur from receiving such low opium from *assamees* who no longer take any interest in preparing and raising it, completely counterbalance much of, if not all, the gain which might have been expected from the introduction of the measure. In fact, if I were a merchant, I would willingly pay the premium for the sake and in the hope of getting better opium, and take this opportunity of mentioning the matter, as it is in a measure connected with the increase of prices, and it is sure to be sooner or later forced again upon the attention of the Board.

11. I will now content myself with giving on the margin two instances of the falling-off of the cultivation since 1855, in two of the Divisions; and I regret to think I could, if time were allowed me, produce a similar return for every one of the divisions of this agency; the fact speaks for itself. The loss in consequence to Government is potent, and I am thoroughly convinced that only liberal measures will restore confidence among our opium cultivators, and cause them to return to their cultivation.

Division.	Lands relinquished since 1855.	Cultivators thrown up Cultivation since 1855.	Opium decreased in consequence of the foregoing Relinquishments since 1855.
	Beegahs.	Number.	Maunds.
Benares - -	7,519	3,327	740
Goruckpore -	20,537	33,144	1,725

12. Copies of four letters as per margin* accompany, and I beg attention to those of Messrs. Wilson & Osborne.

I have, &c.
(signed) *H. C. Hamilton*, Agent.

From *Thomas Wilson*, Esq., Sub-Deputy Agent, to *H. C. Hamilton*, Esq., Benares Opium Agent, Ghazeepore (No. 60), dated 19 August 1859.

Sir,

I HAVE the honour to acknowledge the receipt of your letter, No. 28, dated the 8th instant, with a copy of an extract of a letter from the Junior Secretary to the Board of Revenue, Lower Provinces, to the opium agent at Behar, in which the grounds of a strong recommendation from that officer for raising

* No. 193, dated 23 August 1859, from Sub-Deputy Agent, Goruckpore.
No. 60, dated 19 August 1859, from Sub-Deputy Agent, Benares
No. 169, dated 18 August 1859, from Sub-Deputy Agent, Selimpore.
No. 211, dated 17th August 1859, from Sub-Deputy Agent, Cawnpore.

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App. Part II.

raising the price paid to cultivators for opium from *Rs.* 3. 4. to *Rs.* 3. 8. per seer, has been discussed, and fuller information is called for in support of a measure which would involve an increased expenditure to the extent of from four to six lakhs of rupees annually.

2. This question has come under consideration at the present time in consequence of a representation made by two of the sub-deputy opium agents of the Behar Division, who have discovered an increasing unwillingness on the part of the agricultural population to engage in the cultivation of the poppy plants, which is attributed to losses sustained from unfavourable seasons, the superior profit derivable from other crops, and the increased cost of labour and of all agricultural products.

3. With regard to the first of these allegations, the Board remark that the effect of vicissitudes of seasons was probably fully considered when the measure for reducing the price to its present rate of *Rs.* 3. 4. per seer was under discussion; but, with perfect submission of judgment, I would respectfully beg permission to dissent from this supposition.

4. I understand that the determination to reduce the price from *Rs.* 3. 8. to *Rs.* 3. 4. was grounded on an opinion very plainly expressed by some of the most experienced officers in the Behar Division that the smaller price would prove abundantly remunerative to the growers, and would not materially deter them from continuing in, or even from extending the cultivation. This opinion in support of a measure that was to result in the immediate diminution of the public expenditure to a very large extent was too much in accordance with the views of the Government for its foundation to be very closely examined.

5. Up to the period referred to there is no doubt but that the cultivation of the poppy was highly popular from other causes besides the remunerative price; the employment of European agency in superintending the payments and conducting the weighments, and in the general management of the subordinate divisions, had naturally confirmed the reliance of the growers in the good intentions of the Government towards them, and they readily followed an occupation from which they derived so many benefits.

6. This well-grounded confidence was destroyed by the reduction of the price from three rupees ten annas to three rupees eight annas, and subsequently to its present limit of three rupees four annas per seer. An ignorant and indiscriminating class of people were not likely to inquire into the strict justice of a measure by which the humble profits of their labour was considerably diminished; they felt themselves to be injured by it, and they could not foresee to what extent reduction might be in future enforced, and consequently those who had to depend on hired labour for the culture of their fields, and collection of the produce, began to relinquish a cultivation that no longer offered the inducements and advantages it had hitherto done.

7. This inevitable effect of depressing the energies of a numerous and hard-working class of people whose interests were closely bound up with those of the Government, by depriving them of a portion of the fruits of their labour, was probably lost sight of by the advocates for reduction of price in the exaggerated estimate which they had formed of the profits of the crop; and from overlooking the fluctuations to which it was liable from natural and uncontrollable causes, they evidently overestimated the advantages which the opium cultivator derived from his connexion with Government, and concluded that they would immeasurably counterbalance the apparently trifling loss of price; but the consequences have fully proved the unsoundness of their conclusions, and the result has been disastrous alike to the growers and the State. An error of such magnitude in a financial scheme should assuredly be rectified by speedily removing the cause of discontent.

STATEMENT showing the price of Grain of every description in 1855, and succeeding Seasons.

Description of Produce.	1855.	1856.	1857.	1858.	1859.	Remarks.
Wheat - - -	23 to 25	19 and 20	10 and 11	14 and 15	16	These prices are the averages of the rates declining during the twelve months of each year.
Barley - - -	30 to 33	24 to 26	14 and 15	16 and 17	16 to 20	
Rice - - -	14 to 16	10 to 16	11 and 12	10 to 15	10 and 11	
Dhan - - -	25	40 to 42	32 to 36	17 and 18	16 and 17	
Sutrie - - -	40 to 45	40 to 45	16 and 17	17 to 23	23 and 24	
Indian Corn -	30 to 35	24 and 25	28 and 29	26 to 28	26 to 28	
Bajra - - -	29 and 30	22 to 25	20 to 22	19 to 21	17 and 18	The quantity of grain given by zemindars to their labourers continued the same, notwithstanding the increased value, the usual allowance being two seers per diem.
Gram - - -	22 to 27	20 to 25	19 and 20	18 and 19	18 and 19	
Oorood - - -	22 to 24	19 and 20	20	11 and 12	16 to 18	
Peas - - -	35	35 and 36	32 and 33	20 to 22	20 to 22	
Urhur - - -	30	21 and 22	20 and 21	21	22	
Dholl, Urher - -	25 and 26	19 and 20	15 and 16	16	16 to 18	
Daily hire of labourer -	1½ ans.	1½ ans.	1½ ans.	2	2	
Monthly Wages -	2–8	3–8	2–8	4	4	

8. The other reasons adduced in support of the proposition to grant a larger price to the cultivator, viz., the increased cost of labour, and of every article of agricultural produce, and which are alleged to have been the cause of many persons having relinquished the cultivation, are difficulties which certainly do exist, although, individually, I do not think they would be sufficient to account for the growing disinclination to engage in the cultivation. The consequence of unfruitful season and the distressing effects of rebellion have raised the prices of grain of every description so greatly, that it is with difficulty a labouring man receiving the ordinary rate of hire, can satisfy the wants of himself and his family; he therefore leaves his home and his fields, and seeks for remunerative employment at a distance.

9. Moreover, the demand for labour on the Railway and in the Public Works Departments, and as followers to the numerous regiments of English soldiers has naturally raised the rate of wages, and withdrawn from the villages great numbers of the labouring class on whom the zemindars and others who employ hired labour used to depend for the culture of their fields; this also is a hindrance which cannot readily be overcome, and when in addition to it the people are suffering severe privation from the effects of repeated seasons of scarcity, it cannot excite surprise that this class of cultivators, who pay for hired labour in kind, or in grain and not in money, should have abandoned a cultivation attended with so many difficulties and inconveniences.

10. Since the price of opium was reduced in 1855, and other discouraging measures have been brought into operation, the number of cultivators who readily entered into engagements under more favourable

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favourable circumstances, but who have now entirely abandoned the cultivation in the subdivision, amounts to 3,327, the land relinquished extends to beegahs 7,519. 9, and the produce lost to maunds 740. 22. 12, and this has not been replaced, except in a few unimportant instances, by any new cultivation.

STATEMENT of Number of Persons, Quantity of Land, and Amount of Opium abandoned in the Benares and Mirzapore Sub-Deputy Opium Agency, in consequence of reduction of Price of Opium.

Name of Sub-Divisions.	Number of Persons who have relinquished Cultivation.				Quantity of Land withdrawn from Opium Cultivation.				Quantity of Opium lost.				Total Number of Persons.	Total Quantity of Land.	Total Quantity of Opium.
	1855-56.	1856-57.	1857-58.	1858-59.	1855-56.	1856-57.	1857-58.	1858-59.	1855-56.	1856-57.	1857-58.	1858-59.			
Zomarreah -	61	52	74	51	148 16	100 8	371 5	127 8	20 21 7½	14 1 15	26 37 7	19 5 4½	238	747 17	80 26 2½
Chunar -	137	143	149	30	275 2	348 16	374 3	30 8	23 32 14½	29 27 14½	32 37 2½	1 36 14½	459	1,028 9	88 14 15
Dildarnuggur	67	27	84	59	172 16	43 5	154 16	75 17	16 4 15	4 34 10½	8 35 13	6 27 4½	237	446 14	36 22 11½
Chewbeypore	79	45	91	98	130 5	51 6	299 8	192 8	19 17 4	6 36 0½	24 23 0½	12 32 4	313	737 7	61 28 9
Syedpore -	77	43	133	89	135 19	65 10	624 10	138 10	20 23 1	8 12 0	58 27 3	10 38 10	342	964 9	98 20 14
Meygah -	108	138	148	65	165 0	191 6	277 3	83 3	15 37 5	17 27 4	27 14 15	4 9 15	459	716 12	65 9 14
Kylee -	203	125	257	114	414 1	261 18	700 19	197 1	65 2 0	31 23 15	53 12 5	20 11 11	729	1,573 19	170 9 15
Mahatch -	124	114	222	90	254 3	154 10	782 8	113 2	32 3 18½	21 11 14½	70 35 14½	14 38 1½	550	1,304 3	139 9 11
													3,327	7,519 9	740 22 12

11. This evidently is not a state of things which, if left to itself, will work its own remedy. It is to be feared that the evil is a growing one, and I feel a strong conviction that the counteracting measures which have been recommended by the opium agent of Behar cannot be adopted too soon.

I have, &c.
(signed) *Thos. Wilson*, Sub-Deputy Agent.

From *A. H. Turnbull*, Esq., Sub-Deputy Opium Agent, Cawnpore, to the Benares Opium Agent, Ghazeepore (No. 211), dated 17 August 1859.

Sir,

I HAVE the honour to acknowledge receipt of your letter No. 53, dated the 8th instant, giving cover to extract from a letter, No. 267, dated the 30th ultimo, from the Secretary, Board of Revenue, Lower Provinces, to the opium agent of Patna, on the question of raising the price paid for opium from three rupees four annas to three rupees eight annas, and requesting to be furnished with my views on the subject.

2. In reply, I beg to inform you that the cultivators are deriving larger profits at present from grain than from opium, *vide* statement annexed. The sudden rise in price I attribute chiefly to indifferent seasons, and am of opinion that the present rates cannot be maintained much longer. One good, or even a fair average season, would soon reduce the prices considerably. I, therefore, think it would not be prudent to raise the price to *Rs.* 3. 8., for it cannot be expected that as the price of grain rises or falls, the price to be paid for opium is to be regulated thereby. It would also establish a mischievous precedent, and would probably cause no inconsiderable inconvenience and loss to Government hereafter.

3. We shall most probably have the usual decrease both in the cultivation and produce, consequent on the profits at present derived from grain cultivation; but as soon as the cultivators meet with one reverse, we shall have them taking to the opium again. The advances are our great stand-by, and so long as they are freely distributed, I do not think we need fear for the present at least any great loss.

I have, &c.
(signed) *A. H. Turnbull*,
Sub-Deputy Opium Agent.

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MEMORANDUM.

Names of Articles.	Produce of One Beegah.	Value in 1855-56.	Total Value.	Estimated Expenses incurred with Interest. On one Beegah, in 1855-56.	Profit in 1855-56.	Value in 1855-56.	Total Value.	Estimated Expense in 1859-60.	Estimated Profit in 1859-60.
		Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs.	Rs. a. p.	Rs.	Rs. a. p.
Wheat - -	12 mds. at 25	19 3 2	- - -	- - - -	- -	a' 24 seers 20			
Bhoosah - -	18 do. at 4½	4 8 -	- - -	- - - -	- -	a' 2 mds. 9			
Mustard seed -	- - -	3 - -	26 11 2	7 - -	19 11 2	- - 4	33 - -	8	25 - -
				Estimated Expense incurred in one Beegah.					
Opium - -	8 srs.	26 - -							
Leaves - -	12 ,,	2 8 -							
Poppy seed -	3 mds. 20 ,,	6 - -	34 8 -						
Add Interest sanctioned by Government advances - - - - -			- 5 3						
			34 13 3	9 - -	25 13 3	- - -	34 13 3	11	23 13 3

(signed) *A. H. Turnbull,*
Sub-Deputy Opium Agent.

From *R. Nicholson*, Esq., Sub-Deputy Opium Agent, to *H. C. Hamilton*, Esq., Benares, Opium Agent, Ghazeepore (No. 169,) dated Goruckpore, 18 August 1859.

Sir,

I HAVE the honour to acknowledge the receipt of your letter, No. 43, dated the 8th instant, with extracts from a letter, No. 267, dated 30th ultimo, from the Board of Revenue, Calcutta, to the opium agent of Behar, and calling on me for my views on the subject discussed in it.

2. That there is a great and growing disinclination on the part of the opium cultivators to continue the cultivation of poppy is evident: many small cultivators have already ceased, and several of the more influential ones have declared their intention of doing so. The reason assigned is, that the cultivation of poppy at the present price of opium does not remunerate them so well as the other crops, now that the price of labour and all agricultural product has so much increased. I would respectfully beg to recommend that the price of opium be raised to *Rs.* 3. 8. per seer, on the grounds of the great increase in the price of labour and all agricultural produce that has taken place since 1855, when the price of opium was fixed at *Rs.* 3. 4. per seer.

3. The following statement shows the increase of price that has taken place on produce and labour since 1855. I have merely enumerated a few articles, but a corresponding increase of price has taken place in all others.

Articles.	Price in 1855.	Price in 1859.
Coarse Rice -	20 Goruckpore seers per rupee.	12 Goruckpore seers per rupee.
Wheat - -	22 - ditto - -	13½ - ditto.
Grain - -	25 - ditto - -	17 - ditto
Urhur - -	21 - ditto - -	12 - ditto.
Oorced - -	18 - ditto - -	10 - ditto.
Barley - -	32 - ditto - -	20 - ditto.
Wheat Flour -	19 - ditto - -	13 - ditto.
Sugar - -	5 - ditto - -	2½ - ditto.

4. The price of labour in 1855, was, for men, from four to five pice per day, women and children from two and a half to three pice; now, men are with difficulty procured for two annas a day, and women and children in proportion.

5. The average rate of land rent for poppy cultivation in this division is from five to eight rupees per beegah, but as the new settlement is about to take place, an increase of land rent is expected.

I have, &c.
(signed) *R. Nicholson,*
Sub-Deputy Opium Agent.

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From *George Osborne*, Esq., Sub-Deputy Opium Agent of Goruckpore, to *H. C. Hamilton*, Esq., Benares Opium Agent, Ghazeepore, No. 193, dated Goruckpore, 23 August 1859.

Sir,

I HAVE the honour to acknowledge the receipt of your letter, No. 48, dated the 8th instant, with enclosure, being extract of a letter from the Board of Revenue, Lower Provinces, No. 267, dated the 30th ultimo, requesting my views as to the expediency of altering the present rate of *Rs.* 3. 4. per seer now allowed for standard opium to *Rs* 3. 8., in consequence of the present rise in price of almost every article of consumption, as well as of manual labour in this and other poppy-producing districts.

2. In reply, and with all due deference, I beg leave to observe that I fear the surmises of an increasing unwillingness on the part of opium *assamees* to cultivate poppy under existing terms and rates, to be but too well founded. Since the rate was reduced in 1855, from *Rs.* 3. 8. to *Rs.* 3. 4. per seer, both the extent of cultivated area and the usual out-turn therefrom, in this sub-agency, have steadily declined, even prior to the disturbances, which commenced after the produce of 1856-57 had all been realised. In explanation of the above, I beg to append the following Abstract Statement of the result of the operations of this agency for three seasons, beginning with 1854-55 :

Years.	Price allowed per Seer.	Cultivation in Agency Beegahs.	Opium produced.	Average per Beegah.	Value of Opium Produce per Beegah.
1.	2.	3.	4.	5.	6.
	Rs. a.		*Mds. srs. chs.*	*Srs. chs.*	*Rs. a. p.*
1854-55	3 8	76,295	6,755 24 -½	3 8½	12 6 4
1855-56	3 4	68,457	6,521 3 4	3 12½	12 6 1½
1856-57	3 4	55,658	5,030 2 6½	3 9½	11 11 11½
1857-58 1858-59	Years of disturbance and confusion.				

3. From the preceding statement a steady rate of decrease, both in the extent of land cultivated and realised produce, will be apparent on comparing Columns 3 and 4; whilst the money value of the opium produced, as shown in Column 6, leaves but a small margin of profit at present rates, and were it not for the poppy leaves and the seeds, the latter being the right of the cultivators, realising together at present rates about four rupees per beegah, there would not remain much encouragement to the cultivators, whose outlay is not generally less than about 14 rupees per beegah, as shown from the following Abstract Statement only just forwarded to me by the officers of the agency, viz. :

Present Cost of cultivating one Agency Beegah of Land in Poppy.

	Rs.	*a.*	*p.*
Ploughing, harrowing, sowing, &c.	5	3	–
Watering and terracing - -	2	–	–
Weeding, four times - - -	1	–	–
Seeds, two seers - - - -	–	3	–
Collecting (variable according to season) - - - - -	2	–	–
Preparing and collecting petal leaves - - - - - -	5	–	–
Land rent (minimum) in 1858-59	3	–	–
Rupees - - -	14	–	–

PROCEEDS.

	Rs.	*a.*	*p.*
Opium, 4 seers per beegah (being in excess of the preceding statement), at ¾ per seer - -	13	–	–
Poppy seed, one and a half maunds, at 2 rupees per maund - -	3	–	–
Poppy leaves sent to agency, about	1	–	–
	17	–	–
Profit of cultivators - -	3	–	–

From similar reports, I perceive that other kinds of produce yield at present rates an annual profit to the grower of about as follows :—

	Rs.	*a.*	*p.*
Tobacco, profit per beegah -	7	–	–
Sugar ditto „ ditto -	11	–	–
Dhan or rice, ditto ditto -	2	4	–

Respecting grain and cereals, there seems so much discrepancy in the statements received, that I refrain from quoting them, but their profits, generally speaking, do not appear to equal those derivable from poppy.

4. The land rent in the preceding statement is put down at three rupees per beegah only, in many cases, however, in this district, it is in excess of that sum, but under the new assessment expected to commence immediately, this item is susceptible of considerable increase in the present and future seasons, and would tell heavily on the poppy cultivator at present rates.

5. There has been an undoubted rise in prices of every description of the actual necessaries of life since the disturbances began in 1857-58, and they now are in most instances fifty per cent. or more over the prices of 1856-57. I beg to subjoin a comparative statement of the same, reduced however to the Calcutta seer of 80 *tolah* weight, as our Goruckpore seers vary from 36 to 22 *gundahs*, there being besides local weights and measures of different denominations, known only to the dealers of this district, and some kinds of goods are sold by only one weight, and some by the others.

Articles.	1855-56, Per Rupee, Calcutta Weight.	1858-59, Per Rupee, Calcutta Weight.	Remarks.
	Average.	Average.	
Wheat - - -	40 seers.	24½ seers.*	
Barley - - -	57½ „	36 „	
Flour - - -	30½ „	16 „	
Coarse rice - -	32 „	20 „	
Urhur - - -	36 „	25½ „	
Gram - - -	50 to 45 „	30½ „	
Oureed - - -	32 „	18 „	
Sugar - - -	8 „	4½ „	
Mustard oil - -	6½ „	5 „	
	Per Diem.	Per Diem.	
A man cooly - -	6 pice.	8 pice.	or 2 annas.
A female - -	4 „	5 „	1¼ „
A child - - -	3 „	4 „	1 „
A bildar - - -	2 annas.	3 annas.	
A bearer - - -	5 „	5 „	
A hackery and bullocks	8 „	10 to 12 „	

* The prices in this column are as near as possible those of the current month, but are subject to constant change, varying according to the prospects of the season, &c. &c.

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Appendix, Part II.

6. With reference to the tabular statement a paragraph 2, I beg to subjoin a similar one, showing the results of the sub-agency from 1849-50, when the price was reduced from *Rs.* 3. 10. to *Rs.* 3. 8. per seer.

1.	2.		3.	4.			5.		6.		
Year.	Price allowed per Seer.		Cultivation in Agency Beegahs.	Opium produced.			Average per Beegah.		Value of the Opium Produce per Beegah.		
	Rs.	*a.*		*Mds.*	*srs.*	*chs.*	*Srs.*	*chs.*	*Rs.*	*a.*	*p.*
1849-50 -	3	10	32,650	5,674	22	5¾	6	15¼	25	3	2½
1850-51 -	3	10	37,659	5,378	15	1¾	5	11¼	20	11	1
1851-52 -	3	8	48,590	6,926	38	11¾	5	11¼	19	5	4
1852-53 -	3	8	66,295	8,687	24	11	5	-¼	18	5	6½
1853-54 -	3	8	77,796	9,780	22	14	5	-½	17	9	7½

7. The above shows that the rate of *Rs.* 3. 8. per seer was considered amply remunerative, and occasioned an increase of more than double the area cultivated, in four years from 1849-50 to 1852-53; and which accounts in some measure for the falling off in the general average of produce per beegah, as new lands seldom or ever produce so abundantly the first year or two as they do after they have been cared for and manured, on finding them so well repay the cost and trouble incurred. The number of cultivators also increased from 55,307 in this sub-agency in 1850-51, to 82,546 in 1854-55, but in 1858-59 they decreased down to 49,402.

8. On mature consideration, therefore, of the present state of affairs at a time when prices of all descriptions are so much in excess of those of former years, with the prospect before us of increased land rent consequent on the new assessment about to commence, and bearing in mind the unfavourable results from recent continued bad seasons and other causes, I would beg leave, with all due deference, to recommend for your most favourable consideration the advisability at the present juncture of affording to the cultivators the encouragement which just now they need so much, by raising the price of opium from *Rs.* 3. 4. to *Rs.* 3. 8. per seer in the ensuing and following seasons; such a concession will, no doubt, at once occasion an immediate and considerable increase in the land arrangements of this sub-agency, which will continue to increase so long as it may suit the views of Government to sanction its extension.

I have, &c.,
(signed) *G. Osborne.*,
Sub-Deputy Opium Agent,
Goruckpore.

From Honourable *A. Eden*, Officiating Junior Secretary to the Board of Revenue, to the Secretary to the Government of Bengal, No. 364, dated Fort William, 21 September 1859.

Opium. W. Dampier, A. Grote, and W. J. Allen, Esquires.

Sir,

In forwarding for the early consideration and orders of his Honor the Lieutenant Governor, the accompanying reports, with their enclosures, from the opium agents of Behar and Benares,* impressing upon the Board the urgent necessity for at once increasing the price paid to the poppy cultivator for his produce, from the present rate of *Rs.* 3. 4. per seer, to *Rs.* 3. 8., the rate ruling previous to 1855, I am directed to submit the following remarks.

2. In the year 1838, the price paid to the cultivator in Behar was raised to and fixed at *Rs.* 3. 10. per seer of 80 tolahs; and in 1846 the price in the home districts of the Benares agency was raised to an equality with that prevailing throughout Behar, viz., *Rs.* 3. 10. In the districts of Cawnpore and Futtehpore, however, the cultivators continue to receive *Rs.* 3. 12. per seer.

3. The main arguments by which on each occasion the proposal to increase the price was supported, was the assumed importance of extending indefinitely the produce of the drug, by applying further stimulus to induce the ryots to engage in the cultivation of the poppy.

4. In the year 1848, under what was subsequently believed to be a misapprehension that the enormous extension of cultivation resulting from this remunerative price had had the effect of overstocking the Eastern market to such an extent that the increase in the gross returns of the drugs ceased to be accompanied by a corresponding increase in the net revenue, the Government restricted the cultivation of the poppy to an extent necessary to secure an annual provision of 36,000 chests.

5. In 1850 it became apparent that the rates paid for opium afforded the cultivator a remunerative profit far in excess of that yielded by any other product, the effect of which was to give an artificial value to the lands upon which the poppy was grown; inasmuch as the zemindars, taking advantage of the liberality of the Government towards the cultivators, increased the rent of poppy land 300 or 400 per cent. in excess of that paid for land producing ordinary crops, and thus the landholders became the greatest gainers by this extra price, and not the ryots who produced the crops. To prevent this, therefore, it was determined to reduce the price paid for opium to a scale more in accordance with the real value of land and labour, and, by thus diminishing the expenses of manufacture, to increase the stability of the opium revenue. In Mr. Secretary Grant's letter, No. 224, dated 20th June 1850, the restriction upon the cultivation of the poppy was accordingly withdrawn, and the price to be paid to the cultivator was reduced from *Rs.* 3. 10. and *Rs.* 3. 12. to an equalised rate of *Rs.* 3. 8.; and it was intimated at the same time that, in the opinion of Government, the rate was capable of being eventually further reduced to three rupees.

6. In

* From Opium Agent of Behar, No. 81, dated 27th May 1859, with enclosures. From Opium Agent of Behar, No. 90, dated 11th June 1859, with enclosures. From Opium Agent of Behar, No. 116, dated 8th August 1859. From Opium Agent of Benares, No. 88, dated 27th August 1859, with enclosures.

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6. In consequence of a suggestion contained in a Despatch from the Honourable the Court of Directors, dated 15th June 1853, the Supreme Government directed the Board of Revenue to resume the consideration of the expediency of establishing further agency for the extension of the cultivation of the poppy in new districts. The Board, in their letter, No. 507, dated 26th October 1853, showed cause for pausing in the extension of this cultivation; and on a consideration of their Report, the Supreme Government, in a letter in the Financial Department, No. 2127, dated 19th June 1854, strictly prohibited the future extension of the poppy cultivation, and suggested for further consideration "whether a way of checking and preventing this extension might not be found by making a moderate reduction in the price paid to the cultivators."

7. In reply to this communication, the Board, in their letter No. 153, dated 14th March 1855, treating the question entirely in its general and financial bearing, and not with reference to the particular object indicated in the letter of Government in the Financial Department, viz., the check to an extension of the cultivation, recommended that, notwithstanding the measure was deprecated by the opium agents of both agencies and some of the local subordinate officers, the price paid to the cultivator should be decreased from *Rs.* 3. 8. to *Rs.* 3. 4.

8. The Board, in making this recommendation, remarked, that the small reduction of price made in 1850 had had no effect whatever in checking cultivation, but that, on the contrary, being accompanied with the removal of a previous restriction, the cultivation had since increased more rapidly than at any former period; at the same time it appeared, the Board observed, to be open to considerable doubt whether the reduction in price of 1850 had actually had the anticipated effect of moderating the artificial rent of poppy land; they considered that although (supposing the cultivation to be persisted in, notwithstanding the reduced prices), the zemindar would doubtless eventually have to sustain a corresponding reduction of rent, still that the first pressure of reduction must fall upon the ryot, and the result would be an intermediate struggle in which many cultivators would be ruined, and much land thrown out of cultivation.

9. Upon a consideration of this report, the Supreme Government, in a letter in the Financial Department, No. 2039, dated 4th June, authorised an immediate reduction in both agencies from *Rs.* 3. 8. to *Rs.* 3. 4.

10. From the reports and statements now submitted, it will be perceived that between 1844-50, the opium cultivation in the two agencies (supposing the amount of provision to represent the amount of cultivation) nearly doubled itself. This increase continued, under the first reduction in 1850, from *Rs.* 3. 10. to *Rs.* 3. 8. per seer; but directly the second reduction of 1855 took place, the cultivation began to decrease, and is still steadily decreasing. In the Behar Agency the cultivation was 4,50,129 beegahs, in the year 1853-54; the reduction in price took place in the following year, and the cultivation at once fell to 4,13,991 beegahs; and in the last two years it has fallen off at the rate of 31,000 beegahs per annum, the estimated cultivation for 1858-59 being only 3,41,502 beegahs. The average provision of this agency for the 10 years ending 1856-57 was 27,745 chests, while for the next year there are only 15,245 chests of Behar opium to bring forward.

11. Although the returns from Benares are not so complete on account of the urgency of the call for the Report, yet it is clearly shown that in two divisions alone of that agency there has been a decrease of cultivation since 1855, amounting to 28,056 beegahs; and that 36,471 cultivators have thrown up the poppy cultivation, causing a decrease of 2,465 maunds in the annual out-turn.

12. It appears to the Board that this decrease, if allowed to continue, will inevitably cause a most serious diminution in the opium revenue. The disinclination to continue the cultivation of the poppy is attributed to several causes: first, that the decrease in the price paid to the cultivator, and the great demand and high prices given for cereals, oil-seeds, and other products, which are raised with far less labour, trouble, and uncertainty than the poppy, have induced many of those who used to cultivate this plant to turn their attention to other crops; secondly, that the decrease in the price continued with a simultaneous rise in the wages of labour, and a great demand for labourers has prevented those classes who did not employ their own families in the tedious process of incising the capsules and collecting the juice, from having recourse to hired labour for those purposes, and that consequently these classes of cultivators, principally Brahmins and Rajpoots, have been compelled to relinquish the cultivation of the poppy, and to attend to the production of other crops, which appear from the reports of the local officers to be equally, if not more remunerative.

13. In the opinion of the Board, the causes to which the growing disinclination to cultivate the poppy, in preference to other crops, is attributed, are the true ones; the high prices of cereals and oil-seeds and wages of labour said to obtain in the Behar and Benares agencies, are found to prevail equally in the districts in the vicinity of Calcutta. At the time of the reduction in 1855, it was anticipated that its effect would be to decrease the cultivation of the poppy on the inferior qualities of soil, a result which was then considered desirable; but from the altered state of the country at the present time, the demand for labour, the rise in the price of provisions and of all articles of agricultural produce, which seems at present likely to continue, the effect has naturally been to reduce the poppy cultivation to an extent which threatens a serious diminution of the opium revenue.

14. The Behar agent, it is true, says that he does not contemplate any much greater falling-off, and promises 20,000 chests from the present cultivation, should the season be favourable; the abandonment of the cultivation is, he thinks, only on the part of the new cultivators who were attracted by the profits under the former high prices which ruled up to 1850. He considers that the old class of cultivators will stand by us; but, in the opinion of the Board, a provision of 20,000 chests from Behar will not be sufficient. The fluctuation in sale proceeds of the provisions here, though they show that quantity to a certain extent helps to govern market rates, show also that increased quantity, as a general rule, produces increased revenue; for although it is true that 43,000 chests of 1857 realised 86 lakhs more than did the 53,000 chests of 1855, and although, in a similar manner, 32,000 chests of last year realised as much as 43,000 chests of the previous year,

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Appendix, Part II.

year, yet the gross revenue continued steadily to increase from 1844 to 1855, when the annual provision reached its maximum.

15. This year's provision consists of 27,000 chests, and if the present high rates hold for the next three sales, the revenue realised will fall only 25 lakhs short of last year's revenue; but for next year there are only 21,366 chests to bring forward, and there is every probability of the market rates falling.

16. If even the present rates were to be obtained for next year, their continuance cannot be depended upon for any lengthened period; they do not allow sufficient margin for remuneration to the merchants, whilst they necessarily involve a greater risk of loss. The prospect of renewed disturbances in China, and the supposed yearly increase in the indigenous cultivation of that country, are strong grounds for hesitating to rely upon a continued rise in price proportionate to the diminished provision of the Government agencies.

17. But in the opinion of the Board the present high prices, should they last, must eventually act as a strong stimulus to the extension of indigenous cultivation in China.

18. The Board consider that the opium provision should never be allowed to fall short of 36,000 chests, viz., 26,000 for the Behar and 10,000 for the Benares agency; any amount short of this must eventually lead to a considerable loss of revenue. It does not appear to the Board that there is any method of raising the provision to that amount, except by recurring to the former rate of *Rs.* 3. 8 per seer, and they therefore most strongly recommend that this measure may be sanctioned with as little delay as possible. The first advances are made in this month, and it is highly desirable, they think, that it should be announced in time to exercise its influence on the cultivation of 1859–60.

19. This increase of price, it is true, involves a considerable additional expenditure, estimated at about six lakhs for Behar; but it will be rather of the nature of an advance, which will be amply repaid by the increases of provision which it will secure.

I have, &c.
(signed) *A. Eden*,
Officiating Junior Secretary.

P. S.—The return of the enclosures is requested when no longer required.

(Miscellaneous Revenue.—Opium.)

From *E. H. Lushington*, Esq., Officiating Secretary to the Government of Bengal, to the Honourable *A. Eden*, Officiating Junior Secretary to the Board of Revenue, Fort William, No. 2720, dated 2 November 1859.

Sir,

I am directed to acknowledge the receipt of your letter No. 364, dated the 21st September last, and in reply to state that the proposed recommendation for increasing the produce of opium by raising the price from *Rs.* 3. 4. to *Rs.* 3. 8. per seer was demi-officially sanctioned some time ago, so as to permit the advantages of the increased rate to have an influence over the extent of opium cultivation for the present season.

2. In giving his sanction to this proposed increase, the Lieutenant Governor desires me to observe, that it does not at all follow that the decrease which was directed to be made in 1850 in the price of the drug was incorrect or an injudicious measure. On the contrary, subsequent occurrences seem to show that those sub-deputy opium agents were right, who thought on that occasion that the price might be eventually reduced to as low as three rupees per seer. But even assuming that three rupees would have been a proper price in 1854, the Lieutenant Governor feels very doubtful about *Rs.* 3. 8. being a sufficient price now, for it is clearly made out that in this interval the price of agricultural produce has increased one-third, and as wages have risen in a similar proportion, it may be fairly regarded that the rise in the price of agricultural produce is not of a temporary or ephemeral character, or that things are likely to fall back again to their former low prices. Such being the case, it appears to the Lieutenant Governor to be quite necessary to put the profits on the cultivation of opium on a par with the cultivation of other products of the soil, and that in order to do this it may even be expedient eventually to raise the rates as high as four rupees a seer.

3. The Board are accordingly requested to give their best and most serious attention to this subject, taking particularly into their consideration the great importance of not restricting artificially at the present time the production of the drug, as such a course would inevitably give an artificial impulse to Turkey and other foreign opium which might be brought into the China market, and also to the cultivation of opium in China, which has lately been reported to be rapidly progressing.

4. The Lieutenant Governor will accordingly await the Report of the Board on the propriety of any additional increase upon *Rs.* 3. 8. for the price of opium for the season of 1860-61.

5. The enclosures of your letter are returned herewith, a copy having been retained for record in this office.

I have, &c.
(signed) *H. U. Browne*,
Under Secretary, for the
Officiating Secretary, Government of Bengal.

From the Honourable *A. Eden*, Officiating Junior Secretary to the Board of Revenue, to the Opium Agents of Benares and Behar, No. 401, dated Fort William, 11 November 1859.

Sir,

I am directed to forward for your information and further consideration, a copy of the Secretary to Government's letter No. 2720, of 2d November, sanctioning an increase of four annas per seer in the price to be paid to the cultivators for their opium, and impressing upon the Board the necessity of putting the profits in the cultivation of opium in a par with the cultivation of other products of the soil, and suggesting that, in order to do this, it may ever be eventually

Opium.
W. Dampier,
H. Stainforth,
and W. J. Allen,
Esquires.

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tually expedient to raise the rates as high as four rupees per seer. I at the same time forward a copy of my letter No. 364, dated 21st September, to which it is a reply.

2. The Board request that, without giving any avoidable publicity to the subject, you will favour them with your opinion as to the probable necessity of still further increasing the rate paid to the cultivators. In so doing you are requested to look especially to the prospect of any future relaxation in the present wages of labour and prices of agricultural produce, bearing prominently in mind the absolute necessity of keeping up our provision of the drug to the average of previous years.

3. The Board are inclined to think a further advance will be necessary, though not perhaps at present, to the full extent of four rupees per seer. They trust that the subject will meet with your early and serious attention.

I have, &c.
(signed) *A. Eden*,
Officiating Junior Secretary.

From *R. N. Farquharson*, Esq., Opium Agent of Behar, to the Honourable *A. Eden*, Junior Secretary, Board of Revenue, Fort William, dated Camp Bettiah, 11 February 1860.

Sir,

THE Board's letter, No. 401, of the 11th November 1859, and its annexure,* on the subject of a still further increase in the price paid to the poppy cultivators for their opium, has my most serious attention, aided by the opinion of those among my subordinates best able to afford the necessary information.

2. My correspondence on this subject has been demi-official, as best adapted to avoid publicity, in accordance with the second paragraph of the Board's letter under reply, and with my own wishes on a question which, if now freely circulated, might have led to undue expectations on part of the district officers and poppy growers. I would refer the Board on this point to Mr. King's statement that the present increase of four annas per seer is not yet generally believed, is owing to the zealous but mistaken efforts of the subordinate executive for the last year or two to keep up the cultivation by holding out hopes on increased price, which were only indulged in to be disappointed.

3. The general opinion among my subordinates is that, owing to the late unproductive seasons, added to the circumstances already discussed by the Board, it is absolutely necessary that we should still further increase the stimulus to poppy cultivation by an addition of either eight, four, or two annas, to the present price.

4. Mr. Hollings thinks that the price of agricultural produce and wages of labour will continue to have an upward tendency, and may necessitate an eventual advance to even more than four rupees per seer for opium. He thinks that we should announce, as soon as possible, an increase to *Rs.* 3. 12. for 1860-61, and 4 rupees for the future, making it, however, a condition that extra care in growth and manipulation be exercised by the ryots in the current season.

5. Mr. King thinks that much depends on the out-turn of the present season, and that if it is favourable, there need be no great advance to ensure a full provision of 26,000 chests. He recommends, however, at all events, an immediate return to the rate of *Rs.* 3. 10. per seer, the highest ever yet given in these districts.

6. Mr. Field thinks that *Rs.* 3. 8. is not sufficient. He considers the rise in amount of wages and value of produce likely to be continuous, and would increase the price of opium to *Rs.* 3. 12. for 1860-61, and be prepared to go as far as 4 rupees for the future.

7. Mr. Pughe says that the price of cereals has considerably decreased of late, and he thinks will fall still more. He does not see any immediate necessity for announcing an increase above *Rs.* 3. 8. per seer, but is of opinion that much depends on the out-turn of the present season.

8. I myself am of opinion that very much depends on the out-turn of this season. If only moderately favourable, that is, if we realise the average per beegah for the last 10 years over the whole agency,† or even say five seers per beegah, an addition of 2 annas per seer, raising the price to *Rs.* 3. 10., will be ample to secure a steady increase in the cultivation to an amount equal to our wants and wishes. If the season is especially unproductive, that is, if the average fall, as in the past year, to three seers nine chittacks per beegah or under, a much larger increase, even up to the full 4 rupees per seer, may be requisite to prevent still further falling off in the poppy lands. The value of produce and wages of labour will both, I think, decline in some degree from the present rates, but never again probably be so low as they were prior to 1855.

9. It is impossible at this time to predict what the produce of the season is likely to be. The early part of it was unfortunate through the great sickness prevailing over most of these districts, throwing back early sowings, and here and there preventing any sowing at all. The weather has hitherto been favourable as far as the irrigated lands go, but there was no Christmas rain, and the unirrigated crops are scant and backward; a good average, however, mainly depends on the weather at the end of February and first half of March. Last year a magnificent prospect was ruined by three day's rain early in March, and an average, which up to the down-pour might have been safely calculated of six seers per beegah, fell in fact to three seers nine chittacks, and a provision which would have certainly amounted to 28,000 chests was reduced in consequence to 15,000.

10. May or June will be quite time enough to decide on the rate of increase for next year's opium, so that it may be fully known to the cultivating classes by August. The Government should at any rate be prepared to sanction an addition of 2 annas per seer, raising the price to *Rs.* 3. 10., the highest ever reached in these districts. Beyond this I am not prepared to go, unless

* Board to Government of Bengal, No. 364, 21st September 1859. Government of Bengal to Board, No. 2720, 2d November 1859.
†Five seers and seven and a quarter chittacks.

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Appendix, Part II.

unless things turn out worse than need be yet anticipated.

11. I annex copies of the letters I have received on this subject from Messrs. Hollings, King, Field, and Pughe, as also a statement of average yield per beegah for the last 10 years throughout this agency.

I have, &c.
(signed) *R. N. Farghuarson,*
Opium Agent.

Demi-official Letter from Mr. *Hollings*, Sub-Deputy Opium Agent of Gya, dated Gya, 21 November 1859.

I HAVE considered the question proposed in your note of the 13th instant as attentively as I could, and quite subscribe to the opinion expressed by the Lieutenant Governor, that reduction in the price paid for opium was advisable in 1850, and that increase even beyond *Rs.* 3. 8. the seer is now most expedient; perhaps, I ought rather to say, necessary.

The general rise in prices and in the cost of labour is, I think, to be attributed to permanent causes, and their effect will therefore be permanent. These causes I take to be the opening of new markets, foreign and domestic, for our field produce, the prosecution of extensive public works, and emigration, to which has to be added the temporary one of the war. But I believe, notwithstanding the return of peace, that exportation will go on increasing for a long time; that new railways and other public works upon a larger scale than heretofore may be anticipated, and that the extension of emigration will only be stopped by affording to industry at home better remuneration than it now enjoys; and if prices do not rise, as I confidently expect they will continue to do, that a great many of our agricultural labourers will be tempted away to the sugar plantations abroad. The result is a conviction in my mind, that the combined effects of the three permanent causes enumerated, tending to raise the markets, will much more than counterbalance the effect of reduced public expenditure in time of peace, and that prices will continue to have an upward tendency, in which case the Government may have to bid still higher than 4 rupees, if they wish to keep a firm hold upon the cultivation and to be prepared for the increasing demand for opium, which, after a short check, may be looked for in China. I think the increase might be gradual, say *Rs.* 3. 12. in 1860-61, and 4 rupees in the year following; and if it were intended to give it, I would announce it beforehand, with a condition that the extra price would be given, in event of great care being taken in the cultivation of the poppy and manipulation of their opium, by the ryots during the current season. If you do not care to issue conditional orders, I think the sub-deputy opium agents might be strengthened in their influence upon the opium producers, if they were allowed to give out that good results in the present season would enable them to ask for a higher rate in future.

(signed) *C. Hollings.*

Demi-official Letter from Mr. *King*, Sub-Deputy Opium Agent of Patna, dated 6 January 1860.

I HAVE now the pleasure to reply to your demi-official note of the 19th November last, regarding a further increase in the price of opium beyond the 4 annas per seer lately sanctioned.

I have delayed, as you are aware, from giving any opinion upon this subject till I could see what the effect of the increase up to the old price of *Rs.* 3. 8. per seer being made known to the cultivator had been, for you may remember that my settlements were over before this announcement could be made by myself to them at the Sudder station. I however took every means in my power to give it the widest publicity. All the intelligent *assamees* have perfect faith in my notices on the subject, but the mass of people, who have been hoping for this increase for the last two or three years, do not thoroughly believe that they will get it.

I attribute this feeling on their part to the reports about the coming increase, which I find the Mofussil *amla*, more especially the zillahdars, have been giving out for the last two years or so, where they found the *assamees* relinquishing the cultivation of the poppy. These reports have of course proved false, and hence the hesitation of the masses to believe that what is now officially announced to them will actually take place; though, on being questioned, the people at once admit that what is stated under my hand and seal must be true.

But the fact of there being an increase of 1,237 beegahs in the measurements on a settlement of 27,634 beegahs, shows how the news of the extra price has been received. This increase, I have every reason to believe, would have been much greater but for the unusual sickness and mortality among the people that have so long prevailed, and which have prevented them in several instances from fulfilling their engagements to the Government. The total decrease from this and other causes amounts to 692 beegahs, thus leaving a net increase on the settlements under very unfavourable circumstances of 545 beegahs. This quality in itself is nothing remarkable, further than being an indication of the better feeling with which the cultivators now look on the poppy. Having stated the effect which the announcement of the increased price has already had on the people, I will proceed to offer my opinion on the question of still further increasing the price. But it is not to be forgotten that a poor season again this year may render a modification of my opinion necessary, for should we be so unlucky as not to have a fair average season this year, a great many *assamees* among those who have to employ hired labour, will, I much fear, throw the poppy up, except the price should at once be raised beyond what I have to recommend its being done.

The increase from *Rs.* 3. 4., to *Rs.* 3. 8. per seer for opium, is not at all proportionate to the increase in prices obtainable for oil-seeds and cereals, now compared with those prevailing in 1855, when the price of the drug was reduced to *Rs.* 3. 4. per seer. But if *Rs.* 3. 8. per seer suffices to produce the quantity of opium required by the Government, I can see no good reason for giving a higher price for it. Judging from my own district, I am of opinion that the price of *Rs.* 3. 8. per seer will, provided only we have a fair season this year, bring the cultivation next year up to what

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what will always produce 26,000 chests. But looking to the continued high wages of labour, particularly along the line of the railway, and the probability of these rates lasting for some time to come, I am disposed to urge that the price be increased next year to the original former price of *Rs.* 3. 10. per seer. I fix on this particular sum because the cultivators having been paid it once before, I think that a recurrence to it will not lead on the part of the zemindars to an increase in the present rates for poppy lands, and that it will suffice to bring the cultivation up to what it was in former years. If, however, the Government should require unlimited supply of opium, the price will of course have to be raised in proportion. But to do so now beyond *Rs.* 3. 10. per seer would, in my opinion, be only putting money into the zemindars' pockets, for they would not fail to raise the rents of poppy lands beyond their present rates when they found the Government were paying the cultivators a price that they had never before received. When the price was decreased from *Rs.* 3. 10. to *Rs.* 3. 8., and subsequently to *Rs.* 3. 4., the zemindars made no diminution in the rates of rent that they were in the habit of charging for poppy lands, and it is for this reason that I am of opinion that if the old rate of *Rs.* 3. 10. be recurred to, the cultivators will not only not look for any further increase, but that they will reap the whole of the benefit arising from the increased price.

I have therefore to recommend that the price for opium in 1860-61 be increased, without any reference to the out-turn of 1859-60, to the old price of *Rs.* 3. 10. per seer. Adverting to the doubts which I have mentioned the mass of the people as entertaining, on the point of their really getting the increased price of *Rs.* 3. 8. this year, I have strongly to urge that the district officers be directed to pay at the time of the weighment as high an advance as they think they can do with safety. Now that all opium sent in as "good" is to be paid for as such opium of the first sort, say 70° to 72° consistence, may safely be paid for at the rate of *Rs.* 3. 4. per seer at the time of weighments, thus leaving 4 annas to 6 annas per seer due at the *jarkhuttee*. Other sorts can be paid for in proportion: this will do more to convince the people of the increased price being an actual fact than anything else. Indeed many of them have remarked to me, that though they did not doubt what I told them, still that they could not well believe it till they actually got the increased price on the delivery of their opium.

(signed) *R. King.*

Demi-official Letter from Mr. *Field*, Sub-Deputy Opium Agent of Shahabad, dated Arrah, 20 November 1859.

I HAVE given the subject of your demi-official note, of the 24th instant, my best consideration, and I am decidedly of opinion that *Rs.* 3. 8. per seer is not sufficient to keep up our provision to the average of previous years. The wages of labour in this district have more than doubled, and the price of agricultural produce has increased from 30 to 100 per cent. since 1854, and that this rise in the wages of labour and price of agricultural produce is not of a temporary or ephemeral character I am convinced, nor is there any probability of their falling back again to their former standard. In order to secure a provision of 26,000 chests, we ought, I think, to advance the price paid to the cultivators to *Rs.* 3. 12. for 1860-61, and be prepared to go as far as 4 rupees for the year following. Unless the price of opium advance in the same ratio as that of other agricultural produce, its cultivation must inevitably give way to that of other products that pay better; this result is already apparent. Where so much of the cultivation is carried on by hired labour (as is the case when Rajpoots, Brahmins, and others whose families cannot assist in the labours of the field engage in it), the great increase in the wages of labour, unless made by a corresponding rise in the prices of the drug must materially reduce it. The cultivation in this district has already decreased a fifth since 1853-54, and nothing but the stimulus of increased prices will restore it.

(signed) *George Field.*

Demi-official Letter from Mr. *Pughe*, Sub-Deputy Opium Agent of Sewan, dated Camp Gopalgunge, 21 November 1859.

IN accordance with the request conveyed in your demi-official communication of the 15th instant, I beg to submit the following remarks on the question now under consideration, relative to further increasing the price of opium to four rupees per seer, for the year 1860-61.

2. There is one other circumstance beside those stated in the Officiating Junior Secretary to Board's letter to Government, No. 364, of 21st September last, which may be assigned as a cause of the falling-off in the opium cultivation, I allude to the bad seasons of 1857 and 1859; in those years many of the *assamees* lost the whole of their crop from blight, disappointment overtaking them just at the period when they expected to reap the reward of their labours. This untoward event, occurring as it did in such severity two years out of three, has naturally disheartened many, and induced them to throw up the cultivation, and I think that very much depends upon the result of the present season's operations as to how far it will be necessary to hold out any further inducement. Certain it is that what used to be considered in the light of the most severe punishment, viz., the stopping of a man's cultivation, has of late years been regarded by many of the *assamees* with indifference, and thousands and thousands of them have been retained in the cultivation by the advantages derivable from the system of advances alone.

3. It appears from the Junior Secretary's letter to Government before alluded to, that the Behar cultivation has fallen from 4,50,129 beegahs in 1853-54 to 3,41,502 beegahs in 1858-59, the settlements for 1859-60 probably showing a further decline of some 15,000 or 20,000 beegahs. In paragraph 18, the Board remark, that the Behar provision should not be allowed to fall short of 26,000 chests; these figures, I conceive, must therefore form the basis of our consideration.

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Appendix, Part II.

4. What the average yield per beegah of the whole agency amounts to, I am unfortunately ignorant of. The average of ten years, I should imagine to be about five seers, but as we have recently sustained two unusually bad seasons, it may possibly not be so high for the last five years; that of the present year, 1859, fell short of three seers per beegah. I believe, assuming it, however, at five seers for the ensuing year, and the cultivation at 3,20,000, we may expect an out-turn of 26,000 chests. Should this estimate be correct, there will be little or no margin left for accidents, and it might, perhaps, be advisable, in order to meet further falling-off in the cultivation, and to ensure a steady average out-turn of the above quantity, to increase the settlements of the agency by some 50,000 or 60,000 beegahs. The sum may appear large, but assuming that the land which has of late years been lost by us will be the first to be reclaimed, the fact must not be overlooked that very much of the land consists of the poorer class of soil which, as prices of other crops rose, became unremunerative to the grower of opium. At the same time there is doubtless a large quantity of superior lands which has also been thrown up by Brahmins and Rajpoots on account of cost of labour. I doubt, however, whether 50,000 beegahs would yield us more than 3,000 chests, but my information regarding other districts is so very limited, that I may be incorrect in my supposition.

5. The next question for consideration is the probability or otherwise of any further decline in the poppy cultivation at present rates. Speaking for my own district alone, at *Rs.* 3. 8. per seer, with a favourable season, I do not anticipate any failing off in lands worth retaining next year; but what may content the *assamees* in Allygunge and Gya, situated as they are in land away from the influence of large marts, and in many parts without means of water-carriage, may prove insufficient inducement in the Tirhoot, Hajeepoor, Chuprah, and Patna agencies. I doubt very much whether any great quantity of the land thrown up in the Chuprah division during the last five years will be recovered even in the present increased rate of *Rs.* 3. 8. per seer, though under an ordinary season this year I should not anticipate any further decrease at the next settlements.

6. Not having sufficient data regarding the other districts of this agency, in reference to past and present quantity of land in cultivation, average yield per beegah, also to the quantity of land required by the agency to ensure an average out-turn of 26,000 chests, I feel incompetent to offer any decided opinion as to the necessity of further increasing the price to four rupees for the year 1860–61. I think, moreover, that any conclusion now arrived at would be premature; circumstances are just now more favourable than they have been for some years past; the price of the drug has been raised to *Rs.* 3. 8., and the season is so far propitious, and, what is of equal importance, prices of sereals have of late considerably declined; and, if present prospects are realised, they will fall still lower. Should such be the case, and, at the same time, should the assamees realise a profitable out-turn of opium, I hardly think it will be necessary to interfere with the prices recently sanctioned, unless a considerable increase of cultivation is required; at any rate, all these contingencies will have been disposed of by the conclusion of the season's deliveries in April next, when I should imagine ample time would remain for a further consideration of the subject.

(signed) *J. G. Pughe.*

STATEMENT showing the Average Produce per Beegah in each District, and of the entire Agency for the last Ten Years.

SEASON.	Tirhoot.	Chupra.	Alleegunge.	Moteeharee.	Bettiah.	Shahabad.	Gya.	Tetitah.	Patna.	Bhaugulpore.	Monghyr.	Hajeepore.	Entire Agency.
	S. c.	S. c.	S. c.	S. c.	S. c.	S. c.	S. c.	S. c.	S. c.	S. c.	S. c.	S. c.	S. c.
1849-50 - -	4 1¾	6 12	6 1¼	6 6¼	6 2	6 14¾	8 4	8 -½	7 8	5 1¼	6 6⅛	- -	6 1¼
1850-51 - -	4 1½	6 14¾	6 1¼	5 5¼	6 –	6 5¼	6 10	7 6¾	6 7¼	4 5¾	5 5⅛	- -	5 9¾
1851-52 - -	4 8¼	8 3	5 5	2 14	5 -⅛	7 10⅓	8 –	8 4	7 8	4 15	3 15	- -	5 6¼
1852-53 - -	4 12	8 -¼	6 8	5 12	5 15⅜	8 3¼	8 –	7 9½	7 13½	4 6¼	5 4¼	- -	6 8¾
1853-54 - -	4 13	8 5⅜	6 11½	6 1	6 6¾	7 5½	7 –	6 6	6 10⅜	4 8¾	5 12¼	- -	6 5⅛
1854-55 - -	4 6¼	6 7¾	5 4⅓	4 10½	5 -⅓	7 3¾	6 9	7 3	6 14¾	3 10½	4 9	- -	5 10¼
1855-56 - -	3 12½	6 10¾	5 4¾	4 5	3 13⅓	7 6½	6 13	6 10	6 15¼	3 11⅓	5 8	- -	5 8½
1856-57 - -	2 15	5 9¼	3 15¾	3 14½	3 2⅓	5 12½	5 4	5 11¼	5 6¼	2 14¾	4 5	- -	4 5¾
1857-58 - -	2 14¼	6 10¾	5 9	5 1¾	4 12½	7 4	5 12	6 11¾	6 13	4 6¾	5 4	- -	5 8
1858-59 - -	1 12⅓	3 9	3 7½	2 15½	2 5½	4 3¾	4 12¾	5 –	4 5½	- -	4 3¾	2 7⅜	3 9
GENERAL AVERAGE for last Ten Years - - -													5 7⅛

28 November 1859.

(signed) *R. N. Farquharson,*
Opium Agent.

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From *H. C. Hamilton*, Esq., Benares Opium Agent, to the Junior Secretary to the Board of Revenue, Lower Provinces, Fort William, No. 11, dated Ghazeepore, 30 January 1860.

Sir,

I HAVE the honour to acknowledge receipt of your letter, No. 25, of the 27 h instant, and in reply to refer the Board of Revenue to the 25th and 28th paragraphs of my annual report, No. 6 of the 19th idem, stating my views on the subject of further increasing the price paid for opium to poppy cultivators.

2. I take the present opportunity of noting on the margin a rough statement showing the quantities of the various qualities of opium which were received at the Sudder factory during the past season, as a further argument in favour of returning to the old system of granting premium for opium delivered above the standard agency rate of $\frac{80}{100}$ as advocated in paragraphs 11 and 27 of my annual report. I had mislaid the statement, or it would have appeared on the margin of my 11th paragraph in support of my views.

Class or Quality.				Full Maunds.	Incomplete Maunds.	Estimated quantity of Opium at 15 Maunds per Maund.	Grand Total of actual Opium received at the Sudder Factory during the season.
						Maunds.	*Maunds.*
IIIX	-	-	79	80	81	—	—
IIX	-	-	76	77	78	—	—
X	-	-	73	74	75	—	—
I	-	-	70	71	72	131	14	2,030	—
II	-	-	67	68	69	164	20	2,600	—
III	-	-	64	65	66	210	16	3,240	—
IV	-	-	61	62	63	135	16	2,100	—
V	-	-	58	59	60	27	4	420	—
VI	-	-	55	56	57	3	3	50	—
VII	-	-	52	53	54	—	3	10	—
Sewah	-	-	—	—	—	35	15	440	—
Pussewah	-	-	—	—	—	2	2	35	—
Samples	-	-	—	—	—	7	2	110	—
TOTAL	-	-	-	-	-	714	95	11,035	11,020

3. A reference to the statement above given shows that we only received about 2,000 maunds of standard and above-standard opium during this season; but I venture to assert that if considerably in excess of that quantity had been delivered at the factory, we should have been far better able to manufacture our cakes at a greater degree of uniformity, as well as at much less expense.

I have, &c.
(signed) *H. C. Hamilton*, Agent.

From the Honourable *A. Eden*, Officiating Junior Secretary to the Board of Revenue to the Officiating Secretary to the Government of Bengal, No. 76, dated Fort William, 1 March 1860.

Sir,

WITH reference to the correspondence marginally noted,* on the subject of a still further increase of the price paid to the cultivators of opium at both agencies, I am desired to submit the accompanying report of the Behar agent, and extracts, paragraphs 25 to 28, of the Benares agent's annual report, with the following remarks:—

Opium. W. Dampier and W. J. Allen, Esquires.

2. From my letter, No. 364, dated 21st September, the Lieutenant Governor will have perceived that the board were fully aware of the necessity of making the cultivation of the poppy as profitable to those engaged in its growth as the cultivation of any other crop. In consequence of the representation then made, his Honor sanctioned an advance of price from *Rs.* 3. 4. to *Rs.* 3. 8. per seer, and in communicating that sanction, the Board were requested to consider the great importance of "not restricting artificially at the present time the production of the drug," and to report upon the propriety of a still further increase for the year 1860-61. The Board have accordingly given their best and most serious attention to the subject, and they are most decidedly of opinion, that the late increase, or rather return to the old price, does not hold out to the growers of the poppy a sufficient inducement to enlarge the cultivation of this uncertain and precarious crop.

3. It is impossible at present to say what effect the increase in the price of opium already sanctioned may have on the provision of the season. With the exception of the Patna division in the Behar agency, it does not appear to have had any perceptible effect in extending the cultivation, but the increase was announced so very late in the season, that the cultivators had in all probability prepared their lands, and perhaps taken advances for other crops before being made acquainted with the change, and any great extension was therefore hardly to be anticipated, but it is probable that it will have some effect in increasing the care taken to collect and prepare the drug, and it may also be supposed that it has acted as an inducement to many wavering *assamees* to continue their cultivation.

4. The wages of labour and the price of food and other necessary articles have increased, as before shown, since 1855, by at least one-third, and

* To Government, No. 364, dated 21st September 1859. From Government, No. 2720, dated 2d November 1859. From Government, No. 369, dated 14th February 1860. From Government, No. 325, dated 24th February 1860.

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Appendix, Part II.

and although a slight re-action may be expected, it is by no means probable that prices will revert to their former status. The demand for foreign markets and the presence of a large European force, both tend to foster the cultivation of oil seeds, cereals, potatoes, &c., which are more certain than, and almost equally remunerative with, the poppy. It is the system of regular advances without interest, prompt cash payments for the produce, and in a certain degree to *prestige* which attaches to the contractor for a crop for Government, which have prevented a much greater falling-off in the cultivation than has already occurred. It cannot, however, be expected that these causes will retain their influence for one moment after they are discovered to be attended with actual pecuniary loss, and indeed they are already gradually wearing out.

5. If the price of the opium was to be raised to an exact level with the present price of other crops, it would be necessary at once to offer 4 rupees per seer; but taking into consideration the incidental benefits the *assamees* derive from their connexion with Government, the Board believe that *Rs.* 3. 12. per seer will be sufficient to induce the people of the opium-producing provinces to extend the cultivation of the poppy, and this is the lowest offer which they think could be made with any prospect of success; and this sum accordingly they would recommend to be given from the next season, and they would also suggest that a guarantee should at the same time be given to the effect that no reduction in that price should be made during the ensuing four years at least.

6. If experience shows ultimately that this advance does not afford a sufficient stimulus to the extension of the cultivation (which, however, the Board think there is little reason to apprehend), an advance to four rupees will be necessitated, and it will be advisable for Government to be prepared eventually to sanction that price.

7. It is true that the agents consider an advance to *Rs.* 3. 10. per seer sufficient, but this, in the opinion of the Board, is a mere compromise between what the agents supposed to be the interest of Government and the fair and just price which the cultivator has a right to demand. This small advance of 2 annas per seer might check grumbling, and the further falling off of the cultivation for the present, but it would not give that general satisfaction which will alone induce an extension of cultivation to the extent that is requisite to place our opium revenue on a secure basis. The cultivators must be treated fairly and liberally, and the Board do not hesitate to say that it would not be a very short-sighted policy to demur to increase the price to the full extent of *Rs.* 3. 12. for the purpose of effecting a saving in no way commensurate with the risks it would involve; for it must be borne in mind, that if we cannot increase the amount of provision to such an extent as to secure a very considerable decrease in the price of the opium at the monthly sales, the opium revenue will, in all probability, not last for three years.

8. The Board regret to have to add, that the reports of the state of this year's crops are by no means promising.

I have, &c.
(signed) *A. Eden,*
Officiating Junior Secretary.

P.S.—The return of the original enclosure is solicited when no longer required.

From *R. N. Farquharson*, Esq., Opium Agent of Behar, to *E. H. Lushington*, Esq., Junior Secretary to the Board of Revenue, Lower Provinces, Fort William, No. 55, dated 9 April 1860.

Sir,

With reference to my letter without No., dated the 11th February 1860, relative to the future encouragement of poppy cultivation and the means requisite to promote its increase, I am now in a position to speak positively as to the very unproductive result of this season's operations. There can be no doubt but that the out-turn is far below the average, and that if we wish to induce the people to go on with and increase their poppy cultivation, we must resort to extraordinary offers for the drug they may produce. Mr. Barnes, writing from Chaprah on the 5th instant, reports that his actual weighments, commenced on the 2d instant, show a falling off of nearly 20 per cent. below the estimates, which were thought to be very moderate. He goes on to say, "This unfortunate result will, I fear, be felt by the department when the advances for next season come to be made. Large bodies of cultivators have expressed their determination not to accept further advances: they say, the last two seasons have ruined them, and poppy has become of late years so ticklish and uncertain a crop, that it does not pay them half so well as potatoes, sugar cane, maize, &c."

Mr. Hollings, from Gya, reports that hundreds of beegahs of old poppy lands are now being sown with sugar cane, and will not be replaced unless our offers are large and prompt. Under these circumstances, I must request the Board to urge on the Government the absolute necessity of promising either *Rs.* 3. 12. or 4 rupees per seer, for the opium of 1860–61, as also, with reference to my letter No. 39 of the 21st ultimo, that they will permit me to advance certain sums for the furtherance of irrigation where most needed, for the profitable growth of poppy. Both these points should be disposed of with as little delay as possible, to enable the district officers to make known the prospects for the following season widely among the people, and in time to prevent the entertainment of other engagements.

I have, &c.
(signed) *R. N. Farquharson,*
Opium Agent.

From *E. H. Lushington*, Esq., Junior Secretary to the Board of Revenue, to the Secretary to the Government of Bengal, No. 128, dated Fort William, 13 April 1860.

Sir,

In continuation of the Board's letter noted on the margin,* I am directed to submit the accompanying copy of a letter, No. 55, of the 9th instant, from the opium agent of Behar, strongly urging the necessity of increasing the price paid for opium to the poppy cultivators of his agency, to *Rs.* 3. 12. or 4 rupees per seer, and repeating his request to be allowed to advance money for the purpose of sinking wells in localities where irrigation is insufficient.

Opium. W. Dampier, Esq.

2. The

* No. 76, dated 1st March 1860. No. 116, dated 3d April 1860.

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2. The Board, I am to state, have already on both these matters expressed their opinions strongly to the Government, and they can only add that the present communication from the agent clearly evinces the necessity of immediate orders, and they trust they may shortly receive them.

I have, &c.
(signed) *E. H. Lushington*,
Junior Secretary.

From *C. H. Lushington*, Esq., Secretary to the Government of India in the Financial Department, to the Secretary to the Government of Bengal, No. 3532, dated 30 April 1860.

Sir,

I AM directed to acknowledge the receipt of your letter, No. 740, dated the 16th instant, forwarding a copy of a further correspondence with the Board of Revenue and the Home Department, regarding the falling off in the quantity of opium to be brought to sale in the current year, and on the subject of the decrease in the opium cultivation.

2. In reply, I am desired to observe that not only does an immediate advance in the price of opium appear needful; but that some assurance should also be given that the price will be kept up at any new rate, to be fixed for a certain period at least.

3. This Government is accordingly pleased to authorise the immediate advance of the price of opium to 4 rupees the seer, accompanied with an assurance that it will not be reduced below that rate for at least the next three seasons.

4. Assuming this advance to prove sufficient for the object in view, this Government desires that at the end of two years the subject be prospectively reconsidered, and that the enhanced rates now mentioned be, if necessary, continued for a further period of three years, with the view of preventing uncertainty in the last of the three first years.

5. If for any reason now known, or hereafter coming to the knowledge of the Lieutenant Governor, this price should appear inadequate for the purpose, he is requested to bring the same to the attention of this Government.

I have, &c.
(signed) *C. H. Lushington*,
Secretary to the Government of India.

(No. 987.)

COPY forwarded to the Board of Revenue, Lower Provinces, for information and guidance, with reference to their Junior Secretary's letters, Nos. 86 and 128, dated respectively the 13th March and 13th April last.

By order, &c.
(signed) *H. Bell*,
Under Secretary to the Government of Bengal.

No. 2.

REPLIES FROM THE AGENTS TO THE LETTER OF THE COMMISSION.

From *R. N. Farquharson*, Esq., Opium Agent of Behar, to *W. S. Seton-Karr*, Esq., President of the Indigo Commission, Fort William, No. 147, dated the 27th June 1860.

Sir,

WITH reference to your letter, No. 18 of the 17th ultimo, requesting me to furnish the Indigo Commission with clear and specific details on certain given points, I have the honour to subjoin two selected reports, one from Mr. R. King, sub-deputy opium agent of Patna, the other from Mr. J. G. Pughe, sub-deputy opium agent of Allegunge, in the Chuprah district, which contain such full and accurate information on the whole subject under inquiry, that my own remarks, after answering the specific questions put by the Commission, may be confined to a few general observations on the similitude supposed to exist between the systems of indigo culture and management in the Lower Province of Bengal and the opium monopoly, as conducted in the province of Behar.

2. The contracts to cultivate poppy are called license and *ikrarnamah*. The former granted by the sub-deputy opium agent to the head man (called "*khattadar*") of a small body of cultivators (called a "*khatta*"); the latter received from the *khattadar* in his own name and in behalf of the individuals composing his *khatta*. They are executed annually for one year only, are signed and agreed to by both parties, sub-deputy agent and *khattadar*, and attested by two disinterested witnesses.

Questions by the Indigo Commission.

1. For what periods are contracts to cultivate the poppy usually entered into by the ryots? What is the form of the agreement entered into, and under what formalities is it usually signed?

3. The collectors of districts are *ex officio* deputy opium agents; their authority is merely nominal. The sub-deputy agents, all of considerable departmental experience, are the working and responsible officers. There are in this agency 11 of this grade, with three European assistants, located in the larger districts, learning their duty, with a view to have men experienced in the department to fill vacancies.

2. Do the deputy and sub-deputy agents find it imperative to satisfy themselves that the contracting cultivator gives the necessary manual labour to the tillage of the ground, to the clearing and weeding of the crop, and so forth? and if they do find it necessary to exercise such a supervision over the ryots during the actual cultivation of the poppy, with a view to the protection of the interests of Government, what measures are taken to prevent undue exactions by native subordinates, vexatious interference with the other agricultural pursuits of the cultivator, and, generally, such minute and harassing inquiries as might tend to make the cultivation irksome and burdensome to the ryot, and to disgust him with the contract?

4. The system of advances renders it imperative on the district officer to supervise the cultivation and crop. To assist him in this he has *gomashtas*, *mohwrirs*, *mutasuddees*, and *zilladars*. A district is divided into *kothees*, each having a *gumashta*, or superintendent, with *mohurrirs*, and subordinate *mutasuddees* to keep the accounts, and *zilladars* to supervise the cultivation. A *kothee* is divided into *zillahs*, each under a *zilladar*, who is responsible for the well-being of his *zillah*, and for reporting every circumstance connected with the cultivators who have received advances, and their poppy crops, to the *gomashta*, or sub-deputy agent. These men are supervised immediately by the *gomashta* and *mohurrirs*, and the whole constantly visited and superintended by the sub-deputy agent, who marches about

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Appendix, Part II.

about among them from November to March; and is periodically, when making advances, in actual contact with them and the *khattadars*. The advances are distributed by the sub-deputy agent in person to the *khattadars*, who are brought in by *zillahs*, as summoned by their *zilladars*. The sub-deputy agent reports fortnightly to the agent all that occurs worthy of notice in his district.

5. This amount of supervision, which is never allowed to encroach on the general cultivation or concerns of the people, is found to be by no means harassing or vexatious; and I believe that the large proportion of trustworthy European superintendence given solely to this one duty prevents any oppression that is not immediately brought to notice and punished.

3. How is the produce secured from adulteration, and in whose presence is the amount which each cultivator may bring to the factory weighed and entered in the books, and are receipts given for the same, and, if so, by whom?

6. By a close and searching examination of each individual cultivator's produce by the district officer in person, and certain punishment, proportioned to the extent of adulteration, when the adulteration suspected by the district officer is confirmed and certified by the chemical and microscopical tests of the Sudder factory. Each parcel of opium produced by cultivators, however small, is separately examined, weighed, recorded, and paid for at delivery by the sub-deputy agent in person, a trifling margin only being retained for final adjustment, after accurate ascertainment of quality and consistence by analysis, and on the steam tables of the Sudder factory at Patna.

7. The district officer is assisted by his *sherishtadar* (here called native assistant), by his *gomashtas*, and by other experienced judges of opium in his employ, is provided with iodine as a test for doubtful opium, and has other mechanical aids which, combined with experience of touch and smell, enable him in most instances to detect impurities. He has no power to punish for these himself, but sets aside all doubtful opium for after examination in the Sudder factory, where the amount of mulct or fine is finally decided on rules framed for that purpose.

4. At the conclusion of the season's operations, how and where are the cultivators paid? and do the authorities take any means to prevent the lawful gains of the contractors from being misappropriated by the underlings of the various offices?

8. The final adjustment is made in July, at the close of the season, at the Sudder weighment station of each district, and is regulated by receipts issued from the Sudder factory, all which pass through the agent's office, where they are carefully examined and checked prior to issue to the districts.

9. Every possible precaution is taken to prevent the lawful gains of the cultivators from being misappropriated by the underlings of the various offices. The ryots are individually told, when bringing in their opium for weighment, that they have nothing to pay to any one. Placards to the same effect are posted all over the *cutcherries* and weighment houses, and accounts open to and comprehensible by all are always in the hands of each *khattadar*, showing what each man's opium leaves and trash have been valued at, and what he has to receive from Government on that account.

10. But where gains are great, and the receiving parties grossly ignorant and wilful, no warning or advice will induce a departure from following in the accustomed grooves of hereditary peculation. That a portion of the money paid by Government for opium goes to fee the different grades of native officers employed in the management is undoubted, but that the cultivator in ordinary seasons retains a full and adequate remuneration for his land and labour is equally clear and undisputable. The money spent in these fees is deducted by the *khattadars* in their accounts with the individual cultivators, under the denomination of *khurcha*, or expenses, and distributed by them among the district *amla*. The ryot has nothing to do with the matter beyond submitting to the deduction in his accounts, which he generally does most patiently. In the rare instances where complaint is made, the amount deducted is refunded to the complainant, and the parties implicated in the extortion promptly punished.

11. Defaulters who evade payment to their *khattadars* are sold up by the sub-deputy agent, with sanction of the agent, under Section XVI., Act XIII. of 1857. But time is always given for accidental default, and the law very seldom, indeed, put in force against a defaulter. The *khattawaree* system of mutual aid and security works perfectly and most beneficially for all parties concerned. The ryot is very rarely harassed for debt incurred through his opium venture, and the Government has no outstanding balance to confuse its accounts or obstruct its operations.

5. What system is pursued with defaulting ryots, or with ryots whose crop is insufficient to clear off their advances?

12. I forward two statements, I. and II., as required in your 7th para., exhibiting the results of operations with the contractors and cultivators in each sub-agency for the years 1856-57, 1857-58, and 1858-59. These years do not by any means afford the best criterion of results, but have been selected in preference to those suggested by the Commission, because they are continuous, because the records of some districts prior to 1856-57 were destroyed during the mutinies, and because I wish to show that the operations of the agency were not materially disarranged by the disturbances of 1857 and 1858; than which I may here mention, there could be no stronger proof of the cultivation of the poppy and preparation of opium being entirely voluntary, not to say popular, among the peasantry of Behar, 500,000 of whom attended as usual on their district officers in the Aprils of both years, bringing their opium for weighment, and each taking his own due only, without the slightest attempt to claim more or offer the least insult, or in any way annoy those they came in contact with. The people lost no opium and the Government no money during the entire period of disturbance, though some of the largest districts were in open rebellion nearly the whole time.

6. Calling for statements Nos. I. and II., showing the results as to profits and losses by the cultivators generally?

13. There are no suits, properly so called, for recovery of balances, but I furnish a statement No. III., showing the number of defaulters whose property has been distrained under Section XVI, Act XIII. of 1857, since its introduction. Prior to this Act no suits were ever instituted, nor have balances ever occurred. Recently only, when losses have been total, or very heavy in entire *khattas*, through blight, or hail-storms, report is made to Government for entire remission, which is never refused. Where the injury has been less severe, time is given, generally till the next season's adjustments, by which the balances are invariably made good. Outstanding or accumulated balances hav

7. Calling for statement No. III., showing the number of ryots who had defaulted, and the number of suits instituted for the recovery of balances.

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have been unknown in the department since the introduction of the present system by the appointment of experienced sub-deputy opium agents of high character in 1836.

14. There would be no difficulty in winding up the affairs of this agency and squaring all its accounts without the loss of a rupee, within three months from the close of any season, with one year's notice of such being desirable.

19. The opium advances are made on a fair calculation of the expense the ryot is put to from time to time throughout the season, in paying his rent and preparing his poppy cultivation. It is made per beegah of a fixed immutable measurement,* and allowed for in the final account at a fixed rate† per seer of 80 sicca weight.

20. A ryot cultivating a beegah of poppy receives as a first advance for seed and ploughing, three rupees, in September probably. In October, he prepares his field and sows his seed. In December, if his seed comes up, he receives another advance of four rupees per beegah towards his rent, and weeding and watering. In February again, if his field is thriving, a further sum of four rupees per beegah for the same purposes; making 11 rupees per beegah.‡ In April he brings, say five seers of opium (which is a fair average yield throughout this agency), for which Government will pay him, at *Rs.* 3. 8. per seer, from *Rs.* 17. 8. to 20 rupees, according to the quality of the drug, to be decided entirely by European agency far removed from all party or one-sided influence. On delivery of this he receives from the sub-deputy agent a receipt for the amount of opium by weight and another five rupees probably in cash, leaving from *Rs.* 1. 8. to 4 rupees to be paid on final adjustment in July. In addition to this, he probably makes four rupees extra from his beegah by the sale to Government of leaves and trash, and to the oilman for oil-seed and fuel from the poppy stalks, besides what he can make if, at the probable expense of a richer crop of poppy, he chooses to overwork his land with rain crops of indigo, indian corn, and rye, which are all off the ground before the poppy season comes round again.

21. If this poppy crop fail him altogether he has still his other harvest to fall back on, and has received, perhaps, two advances amounting to six or seven rupees for his beegah, without interest, towards his rent and expenses. This sum, if the worst come to the worst, he can borrow from his *mahajun* to repay the sub-deputy agent in July, and does occasionally so borrow and repay, thus undergoing in July an operation which, without the monopoly advance, he would probably have had to submit to in the previous September, with one anna per rupee per mensem interest accumulating on the same.

22. Opium advances again are free to all, compulsory to none. The zemindar doubtless influences his ryots to engage in opium cultivation for a small portion of their land as security for his rents, but Government compulsion or influence with the ryot there is none whatever; in proof of which can be adduced the falling off in the poppy cultivation of one-fourth between the years 1854 and 1858, by which time, owing to several bad seasons, the low price paid by Government for opium and the great increase in price of other products, the cultivation had reduced itself from four lacs to three lacs of beegahs. The Government seeing this, and wishing to increase their provision of opium, at once raised their bid from *Rs.* 3. 4. to *Rs.* 3. 8. per seer, and now again to four rupees, which, with a good season or two, will soon raise the poppy cultivation to any extent desired.

23. The newspapers were at one time full of stories of the compulsory and oppressive nature of the opium cultivation. Gentlemen travelling dâk heard from their bearers stories of money being thrown, as opium advances, into ryots' houses, and the ryots thereby bound to cultivate countless fields of poppy at a ruinous loss to themselves; and that on refusal or remonstrance, they were seized and carried off to the opium cutcherries, and confined and beaten till their recusance was overcome.

24. These and other tales of the same tendency had but a short run, and have now entirely disappeared from the public journals. I need not say that they were false or that the traveller had been imposed on, probably by some disappointed bearer, who owing to bad character or previous default had applied in vain for a license and advance.

25. In support of my assertion that the Government system of advance and settlement of account is highly appreciated by the zemindars and freely accepted by the people, I annex a short correspondence I had with Mr. Louis Kalberer, an excellent missionary of these parts, himself extremely averse to the opium monopoly, but, who knows the people and their likes and dislikes thoroughly. As also a letter from Mr. Drummond, an indigo planter of Shahabad, written on the occasion of a complaint made against him by the sub-deputy agent of Shahabad, for absorbing poppy lands into his indigo cultivation.

26. I could produce letters from all the chief zemindars of Behar decrying the abolition of the opium monopoly and the cessation of money advances, which, conducted on an equitable system, can be as beneficial as, when used as a means of coercion, they can be oppressive and odious.

27. In conclusion, I would refer you for further information regarding the details of management of this agency to the rules for the guidance of sub-deputy agents in the distribution of advances and management of the poppy cultivation issued by Mr. C. Bury, opium agent, on the 12th July 1851; to "the rules for the guidance of the sub-deputy opium agents relative to receiving, sorting, weighing, and *challaning* opium," circulated by Mr. William Dent, opium agent, on the 15th of March 1841, No. 6, and followed up by a further letter, No. 26 of the 2d June 1841, with forms and minute instructions for

* Five and-a-half hatha to the luggi, equal to 27,225 feet to the beegah. *Vide* Behar Opium Agency Circular of the 10th July 1835.
† Fixed for a certain standard, but fluctuating according to quality.
‡ Twelve rupees is the extreme limit allowed.

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Appendix, Part II.

for their guidance; to an elaborate memorandum by Mr. Oldfield, dated the 29th October 1845; to selections from the Records of the Bengal Government, No. I. on the Poppy Cultivation, by W. C. B. Eatwell, M. D., 1851; and No. XXV., Notes on the Patna Opium Agency, by Dr. R. Lyell, page 77.

28. I would also call your attention to a correspondence of 1836, between Messrs. A. and J. Trotter, opium agents of Behar and Benares, the Board of Customs, Salt and Opium, and the Supreme Government, relative to a complaint by some of the Tirhoot indigo planters against the Opium Department, alleging forced cultivation of the poppy to the detriment of indigo cultivation.

29. The whole of these papers will be found in the Calcutta Board of Revenue Office.

I have, &c.
(signed) *R. N. Farquharson*, Opium Agent.

ANNEXURES.

From *R. King*, Esq., Sub-deputy Opium Agent of Patna, to *R. N. Farquharson*, Esq., Opium Agent, Behar, No. 37, dated Patna, 12 June 1860.

Sir,

I HAVE the honour to acknowledge the receipt of your circular letter, No. 17 of the 2d instant, forwarding a copy of a letter to your address from the President of the Indigo Commission, No. 18 of the 17th ultimo; and in compliance with the requisition of that gentleman, I beg to supply you with the information he has called for in regard to the system under which the cultivation of the poppy is carried on in this district.

Khattawaree system.

2. Before doing so, however, I think it would be advisable to explain, for the information of the Indigo Commission, the exact nature of the *khattawaree* system of advances which prevails in this agency, as also to show its practical working, which I believe to be much the same in all the districts of the agency.

Synonymes for the term khattadar.

3. The terms *khattadar*, *lumberdar*, *bundiswar*, *muhto*, and *Khuttait* are synonymous, and are all used to designate the middleman who engages directly with the Government for the cultivation of the poppy. As in this district this individual is known by the name of *khattadar*, I shall speak of him only under that appellation.

Nature and duties of the office of khattadar.

4. The *khattadar*, then, is the agent and representative of the cultivators, by whom he is elected, and all money transactions between them and the Government pass through his hands. But, sometimes he is chosen by the department, with the consent, however, of the *assamees*. In all possible cases I prefer there being two men to each *khatta*; as in the event of one being ill, absent, or dead, the other can carry on the work; besides, with two men in a *khatta*, balances are more easily realised should they accrue. The men selected for this office are, in all possible cases, taken from among the most respectable parties in the village. But no one who is either a servant of the zemindar or *tiecadar* of the village, or closely connected with either party, is, except in special cases, considered eligible; as such individuals are sure to play into the hands of the zemindar or *tiecador* in respect to the advances which they would periodically receive from the Government, and the cultivators would not always dare to complain of their misconduct.

Khattadar's security.

Each *khattadar* gives security in the person of another *khattadar*, who is personally responsible for all balances, however accruing, due by his principal.

Periodical payments with rate and dates of same.

5. In this district there are five payments made to the *khattadars* in the course of the year. The first is generally made in September, when an advance of four rupees per beegah* is given.

The second is usually paid in the end of December and beginning of January, and it is regulated by the appearance of the crop, and never exceeds three rupees and eight annas per beegah.

The third is issued in the latter part of March, and is regulated by the *taidad* or estimate that has been just then made of the expected produce. This advance does not exceed three rupees per beegah.

The fourth takes place on the delivery of the opium in April, and is regulated by the quantity of the drug delivered, the cultivators being paid up to within a few annas per seer of the full value of their opium.

And the fifth† and last is made generally about July, or as soon as the accounts can be prepared for the final adjustment. At this payment the *khattadars* receive the balance due to them, and they are at the same time furnished with a memorandum in *Nagree*, signed by me, to enable them to settle with each of their *assamees*.

A translation of one of these accounts is given on the following page: and it will be seen that the poorest cultivator has thus the means of ascertaining the exact amount that his *khattadar* has to account to him for.

Record of payments.

6. The details of the first payment are entered on the back of the agreement (an original one is herewith annexed), and show the name of each individual cultivator, the land engaged for by the *khattadar* on his behalf, and the amount of the first advance received thereon. But the subsequent payments show only the date, the amount paid, together with the *khattadar's* signature and that of his witnesses.‡ In each

* The standard beegah an area of 27,225 square feet.

† The final payment for one year and the first payment for another are sometimes made simultaneously, but only under an express permission to do so.

‡ The final payment is an exception to the latter part of this rule; as on that occasion the signatures of the khattadar and his witnesses will be found in the farkhutti, or release given by the khattadar at the final adjustment of his account.

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each and every case, however, the whole of the money is paid to the *khattadar;* but any one of his *assamees* can have his individual share of such money paid to him, in my presence, if he so wish, and a verbal request to that effect is all that is necessary to have this done.

Mode of balancing accounts with khattadar.

7. Although every individual cultivator's opium, leaves, &c., are separately weighed and recorded, and the price for the same separately made out; yet, in settling with the *khattadar* for the entire deliveries of his *khatta*, the balance is struck in a lump, and the amount of such balance either paid to, or taken from him, as the case may be. In the case of the *khatta* mentioned above, there is a net balance of five rupees seven annas and three pie due the *khattadar*, which would be paid to him. But if it so happened that two of his *assamees* owed him, say the sum of six rupees, he would obviously be short, by that amount, of the sum he had to pay his remaining four cultivators. In such a case, if he were a man of substance, he would at once make good this sum out of his own pocket, charging the defaulters, perhaps, interest, according to the custom of the village, till they repaid him; or he might borrow the money, when he would of course charge the defaulters with whatever interest he might himself have to pay.

Mode of khattadars settling with his assamees.

MEMORANDUM of ACCOUNT of Chuckowree Koonjrah Khattadar, No. 16, of Mouza Russulpoor, Pergunnah Azimabad, for 1858-59, or 1266 F. S. Kotee Phoolwarry.

1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	13.	14.
					Leaves, as per Columns 3, 4, 5, 7, 8, and 9, of Adjustment Account.								
Number of Jar.	Names of Assamees.	Weighment of Opium, as per Kotee Weighment Book.	Rate per Seer payable, as per Column 23 of Adjustment Table.	Value of Opium in Column 3.	First Sort, at 10 Rupees per Maund.	Second Sort, at 7 Rupees per Maund.	Third Sort, at 5 Rupees per Maund.	Value of Leaves, as per Column 10 of Adjustment Account.	Trash at Four Annas per Maund, as per Column 3 of Adjustment Account.	Value of Trash, as per Column 5 of Adjustment Account.	Total Value of Opium Leaves and Trash in Columns 5, 9, and 11.	Signature of Assamees.	Signature of Witness.
		Mds. s. c.	*Rs. a. p.*	*Rs. a. p.*	*Mds. s. c.*	*Mds. s. c.*	*Mds. s. c.*	*Rs. a. p.*	*Mds. s. c.*	*Rs. a. p.*	*Rs. a. p.*		
92	Bundhoo	0 0 11	3 11 8	2 9 –	– –	0 0 2	– –	– – 4	– –	– –	2 9 4		
	Milun Singh	0 1 1	ditto	3 15 5	0 0 4	– –	– –	– 1 –	– –	– –	4 – 5		
	Balbhuddur	0 1 2	ditto	4 3 1	– –	0 0 4	– –	– – 8	– –	– –	4 3 9		
	Luchmun	0 1 2	ditto	6 8 5	– –	0 0 6	– –	– 1 1	– –	– –	6 9 6		
91	Chuckowree	0 2 7	3 9 3	8 11 7	0 1 8	– –	– –	– 6 –	– –	– –	9 1 7		
84	Gopi Pasi	0 0 12	3 7 7	2 9 8	– –	0 0 2	– –	– – 4	– –	– –	2 10 –		
148	Khoorchun	0 0 3	3 8 11	– 10 8	– –	– –	– –	– –	– –	– –	– 10 8		
		0 7 6	14 10 3	29 9 6	0 1 12	0 0 14	– –	– 12 3	– –	– –	30 7 3		
										Aurath – – –	– 3 6		
											30 – 9		
										Deduct advances made – – –	25 – –		
										Balances due to Khattada – –	5 7 3		

(signed) *R. King,*
Sub-Deputy Opium Agent.

Extent of mutual responsibility among the assamees of any one khatta.

8. But if, on the other hand, he were not well off, if, too, the season had been a bad one, both as regards the poppy and other crops, and he could not get any credit in his village, he would then have no alternative left him but to collect his dues from his defaulting *assamees* (in doing which he would have the aid of the department), and to pay off the claims of his remaining *assamees* as he did so. These last would meanwhile be kept without their money, though they get it eventually. This liability of the *assamees* to be kept for a time out of their dues, as also a similar liability in the case of the balance due by any *khattadar* being recovered from the money due to the *khatta* of his surety,* is the extent of the mutual responsibility existing under the *khattawaree* system among the cultivators of any one *khatta*.

9. With

* *Vide* para. 19 and note.

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Appendix, Part II.

Liability of khattadar for bad balances. Protection of the Government against balances.

9. With regard to balances accruing by the death or absconding of *assamees*, it is the practice for the *khattadar*, agreeably to the terms of his engagement, to bear them himself, though sometimes this loss is ratably shared among the cultivators of the *khatta*. On this point, however, the department does not interfere, except it be to protect a complaining *assamee*. But the Government is protected against all* risk, except in the extreme case of an utter failure of the entire cultivation of a *khatto*, as well as that of the *khatta* of its surety.

Remuneration of khattadar.

10. The only remuneration that the *khattadar* draws from the Government for all his trouble, risk, and the expenses consequent on his periodical visit to the station, is a commission, or *arhut*, as it is termed, of 1 rupee per maund on the opium delivered by him. This sum is manifestly insufficient to indemnify the *khattadar* for the time expended by him in visiting the station five times a year on the business of his *khatta*, and for the expenses he is put to while there. I imagine, therefore, that when this sum was first fixed it was intended to be looked upon rather as a recognition of the appointment than as an equivalent for the services expected of it; for the office is one that is much coveted by many of the cultivators, to whom it gives a status and influence in their village that, without it, they would not possess, and to some of whom it is also a source of considerable profit, as I will now proceed to show.

Nature of cess called khurcha, and how levied.

11. A cess, known by the name of *khurcha*, has long been prevalent in every district of this agency. It is levied by the *khattadar* from his *assamees*, generally at the final adjustment with them of the year's accounts. In some districts this cess is calculated on the quantity of opium produced,† but in most on the quantity of land cultivated with the poppy; and it varies from eight annas to one rupee eight annas and two rupees, and sometimes to even two rupees eight annas per beegah, according to the good or bad qualities of the *khattadar*, and the readiness of his *assamees* to give in to, or to resist his exactions.

Light in which it is viewed by the people.

12. This cess is not, of course, recognised by the department, but it is of such long standing, and it so completely falls in with the genius and habits of the people, as also their ways of thinking, that it has come to be looked upon as an institution of the country. So much so, indeed, is this the case, that a cultivator will never complain against his *khattadar* for levying it, except he have a serious quarrel with him, and even then he does not complain because he thinks himself ill used on this particular point (on which he feels certain of redress from me), but rather because he imagines that the doing so will assist him in obtaining redress for the real grievance he may have against his *khattadar*.

Difficulty of preventing its exaction.

13. I have in vain tried to put a stop to this exaction by telling the *assamees* not to give their *khattadar* credit for it, further than to reimburse him for the fair and proper expenses of the *khatta*, but they still go on paying it; so long, however, as it is not excessive, and the amount levied only reimburses the *khattadar* for the expenses he is actually put to, as also for the risks to which the nature of his office renders him liable, no reasonable objection can well be urged against it. But in most, if not all the districts of this agency, this cess has assumed dimensions that allow of those large douceurs being paid out of it to the *amla*, which the customs of the country, and the habits of the people, render it next to impossible to prevent. Besides this cess, the *khattadars* appropriate, with the consent in most cases, however, of their *assamees*, the value of the "*khoorchun*;"‡ but this item has not, during the last few years, averaged more than *Rs.* 2. 8. per *khatta* in this district.

Further perquisite of khattadar.

Risks regarding balances.

14. In ordinary seasons there is never any fear of, or difficulty about, balances, for the rates § of advances render the accruing of balances almost an impossibility except in cases of ryots absconding or dying. But even then, more especially if the land should happen to have been sown, men are almost always to be found ready to take up the field of the deceased or absconded cultivator, with all its liabilities. In bad seasons, however, such as the two last have been, the case is somewhat different, for no amount of precaution will guard against the consequences of blight and unseasonable weather.

Opinion as to the practical working of the khattawaree system.

Reason for superiority of khattawar over assameewar system.

Advantages to the cultivators of the Government system of advances.

15. Such, then, is the practical working of the *khattawaree* system. Whatever objections may be urged against the system, I would state it as my opinion, formed after an experience of 22 years' service in this department, that no other system could be devised that would work nearly so well for all parties concerned as the *khattawar* system has done, and still does. By the present system I have to deal with about 2,400 separate accounts at each periodical payment, while by the *assameewar* method this number would, on the present extent of cultivation, be increased to about 33,000. Not only would the work never be got through, but if the *assameewar* system were to be adopted, the immediate effect would be that all the smaller, and many of the larger, cultivators living at any distance from the Sudder station would throw up the cultivation of the poppy, as each man could not possibly afford to come in to the station several times a year for his individual advances, which to the cultivator is one of the great attractions of our system. The subjoined extract from my letter No. 48, of the 10th September 1857, will show what an important element these advances form in the success ‖ that has, for a long series of years, attended the operations of the opium department. "In this district there is an almost universal understanding between the zemindar and the poppy ryot, that the latter shall pay as rent to the former all the money he receives periodically from the Government as advances; while the zemindar shall let him house his crops, instead of forcing him to sell them to pay up his rent, and often at ruinous rates. This mutually accommodating arrangement exists, I believe, though perhaps in a more or less modified

* I believe that a proposal recently made by me for all bad and irrecoverable balances being borne by the Government instead of by the khattadar as heretofore, is under the consideration of the authorities.
† This is the least oppressive plan, as in a bad season the amount levied is proportionately less.
‡ Opium obtained from the scrapings of the opium pans.
§ *Vide* para. 5; also column 9 of Statement C.
‖ *Vide* Statement C.

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modified form throughout the Behar agency, and so admirably have I found it to work, with proper looking after, for the benefit of the *assamee*, that in this district the periodical advances are purposely so timed as to fall in with the quarterly rent days. No sooner is an advance paid, than the *khattadar*, with the full assent of his *assamees*, makes it over to his zemindar for rent, and he again, within 24 hours, pays this money in as revenue to the Government."

16. I now proceed to reply to the queries contained in Mr. Seton-Karr's letter, in the order in which they are put.

17. Contracts for the cultivation of the poppy are entered into annually, and generally about the month of September, with the *khattadars* or middle-men, and a *khatta* may consist of one or any number of ryots; but *khattas* of 15 to 20 beegahs are found to be of the most convenient size. As, however, the poppy crop is off the ground in all March, the department does not exercise any control over a ryot's field after that month, and he is free to sow it with any other crop that he likes. The majority of the cultivators sow Indian corn; but some few sow indigo,* which crop being irrigated, will, under favourable circumstances, give them two good cuttings between April and October (when the poppy is sown); others sow *cheena*, a crop which ripens in about eight weeks; while the minority who may be said to be the more substantial ryots, give their lands a fallow, and keep ploughing them incessantly during the rains. It is such lands which generally yield the highest rates of produce.

Nature of khattadar's contract.

18. A translation of the agreement entered into by the *khattadar*, as also by his surety, is annexed to this letter. In this document the *khattadar* acknowledges the amount of the advance paid him, and binds himself to cultivate properly the land he has engaged for in his own and his *assamees*' names; also that he will sow no other crop with his poppy; and that he will deliver in a pure state, at a certain price, and by a given date, whatever opium may be produced; that he will be personally responsible for all monies paid him as advances, as also for all balances that may accrue; that he will in no way act contrary to the provisions of Act XIII. of 1857; and that he will supply leaves† according to indent.

Nature of khattadar's agreement.

19. The surety, who is invariably a *khattadar*, makes himself personally responsible for all his principal's balances, arising from whatever cause; and he gives the sub-deputy opium agent the power of selling his property to make good such balances. This officer has, however, the power, but which is very rarely exercised, of recovering the balance from any money that may be due, collectively, to the *khatta* of the surety‡; but in such cases the surety binds himself to make good the sum thus deducted, to his *shikmee assamees*.

Nature of surety's agreement.

20. A license, corresponding to the terms of the agreement, is given to each *khattadar* on the execution of his engagement; but this license contains an additional clause, to the effect that if the *khattadar* should not be satisfied with the classification the sub-deputy opium agent may make of his opium, he will be at liberty to take it to the Sudder factory, and have it classified there. The license also contains a list of the cultivators, the amount of land to be cultivated by each, and the amount of the first advance payable to each individual. Each subsequent advance is noted on the license, but not in detail.

Nature of license given to khattadar.

21. With regard to the execution of the *khattadar's* agreement and the security bond at its foot, I would observe that these documents are lithographed on unstamped paper. The *amla* are responsible for their being correctly filled up, as also for the signatures of both principals and witnesses being properly executed, but a Government servant is never allowed to be a witness. All the agreements executed each day are brought to me at the time of attesting the payments, and I then put my initials on them to prevent their being tampered with. But I do not ask the parties if they have executed these documents, as my attestation of the payments is virtually an attestation of the agreement, which document, according to the practice of the department, is not binding upon the *khattadar* until he has been actually paid his money, and acknowledged before me to having received it. I then enter in English figures, in the vernacular *rokur*§ or cash book, opposite the *khattadar's* name, and invariably with my own hand, the amount that the man may have acknowledged to have received. The transaction is then complete, and the sub-deputy opium agent is then in a position to state, on oath if necessary, that so-and-so was paid such a sum on a certain date.

Formalities under which khattadar's and surety's agreements are executed, and all payments made.

22. The deputy-agent has nothing whatever to do with the management of the district, which rests entirely with the sub-deputy agent. The latter officer should personally inspect the whole of the cultivation of his district, if possible, during the cold season, that is, from the 15th October to the 15th March following. If he were not to do so, there would no doubt be a great deal of what used to be known in former years as "paper cultivation," for no where will the cultivator get money on such easy terms as he does from the Government. While making his tour the sub-deputy agent forms his opinion of the crop, thereby checking the report he receives periodically from his subordinates. He also tests, here and there, the measurements, with a view of ascertaining their general accuracy. He likewise sees that the cultivation is properly attended‖ to; though he has but rarely, at least in this district, to find fault on this head, as the great majority of the *assamees* cultivate their poppy fields as we do our gardens. And, lastly, he has the opportunity of unrestricted intercourse with the people at their

Duties of Sub-deputy Opium Agent while on his tours.

* This crop is called Jummowa, and the planter gives an advance of six rupees per beegah (27,225 square feet) on such lands, which in both cuttings yield 40, 60, 100, and sometimes even 150 bundles. The value of this produce at six bundles per rupee is from *Rs.* 6. 10. 8. to twenty-five rupees. The bundle is measured with a chain of five and a half cubits. But the extent of *Jummowa* indigo in this district does not exceed 500 beegahs.

† These are their cakes, like *chuppatties*, made from the petals of the flower; and they form the shell of the opium cake. The prices paid for leaves are ten, eight, and five rupees per maund for the first, second, and third sorts respectively. A beegah can yield from two seers to fifteen seers, according to the industry of the cultivators.

‡ A proposal recently made by me to do away with this power is now, I believe, under the consideration of the authorities.

§ The final payment only is not attested on the *rokur*, but on the adjustment statement.

‖ The earlier the poppy is sown the more productive and the less liable to blight it is. In seasons where there is but slight moisture in the soil, and the cultivators are behind hand with their *rubbee* sowings, I generally experience some difficulty in getting the poppy sown as early as I wish.

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Appendix, Part II.

their homes, and of letting them see that he is ready to hear anything that they might have been afraid to tell him during their visits to the station.

Exactions by the native subordinates.

23. So long, however, as the mass of the people remain as ignorant as they now are, and look upon the *amla* as beings whom it is their duty to propitiate whenever they may visit their villages, so long will it be impossible to protect the cultivators altogether from undue exactions on the part of the native subordinates. The measurements, which take place in November and December, and the *taidad* or estimate of the produce, which is made in February and March, neither of which operations can be dispensed with, are the two great occasions on which the people are most liable to be harassed by the native *amla*, from the *gomashta* down to the *zillahdar*. If these people do not get the customary offerings, they then frighten the cultivators by telling them, either that their cultivation is short, and they will have to be sent in to the station, or that their crop has been estimated at 8 seers or 10 seers per beegah, when it ought strictly to have been put down, and perhaps in reality has been, at a much lower rate.

24. With the timid and ignorant this kind of language has the desired effect; but the more intelligent and independent *khattadars* do not heed it. All, however, supply the *amla* with food so long as they remain at their villages; and they would feel themselves slighted, if such entertainment, as their means enabled them to offer, were rejected.

Further exactions by native subordinates.

25. Another source of annoyance to the people used to be their sowing safflower, cumin seed, garlic, and other herbs, with their poppy. All this likewise gave the *amla* an excellent handle for threatening to report the offending parties. But, in this district, this practice has quite gone out,* as the people find it so much more to their benefit, in every way, to keep their fields as clean as possible, and to sow their little patches of herbs separately.

Remedy against exactions.

26. The only remedy that the cultivator has against such vexatious interference is to sow his full quantity of land, to keep his field clean, to prepare his opium and leaves properly, and then to let the *amla* do their worst. I have constantly inculcated upon the *assamees* that they have nothing to fear so long as they only act up to their engagements. But I also hold the *zillahdar* responsible for any oppression that may be practised by any one within his division, that he does not either try to prevent, or does not tell me of. These men get four rupees per month; but they have much in their power as regards the good treatment of the ryot. Where they behave well and kindly to the ryots, their perquisites are even then very handsome, consequently the appointment is much coveted; and I keep these men in check by removing them to a *burkundazeship* on four rupees or five rupees a month—but where they will get no perquisites—when I have reason to know that they have been misbehaving, or allowing others to do so, but where I may not have proof sufficient to warrant my dismissing them.

Checks upon adulteration of opium by cultivators.

27. With regard to the checks we possess against the adulteration of the opium, the sub-deputy agent must trust mainly to his own vigilance and knowledge of the drug; for if the cultivators find out that he can be easily imposed upon, they will make it worth the while of the *pukheeas* or native examiners, who are employed at the weighments, to run the risk of passing their bad opium as good; and they will adulterate their opium extensively, as the opium once taken from the cultivator as good is now paid for at full price, even though it should be subsequently deemed liable to mulct, or confiscation even, at the Sudder factory.

Liability of even good judges of opium to be deceived.

28. But if, on the other hand, the cultivators see that the sub-deputy agent has a good knowledge of opium, and that he is determined to put down adulteration by every means in his power, such as by stopping the cultivation, withholding advances, and the like, they will be very careful in tampering with their produce, still, some few will adulterate it, but in such a manner as to deceive sometimes the most experienced judge of the drug. The most experienced examiner of opium known in India was, I have reason to believe, Dr. J. Corbet, formerly the principal assistant of this agency; and I have repeatedly heard that gentleman allow that, as far as flavour, colour, and grain could be considered a criterion—and this is all that the district officer has in most cases to go by—he might very easily be deceived by a sample of opium that had been carefully, and not over-adulterated.

Narrative of opium weighments.

29. In order to furnish the Indigo Commission with the information required by the latter part of paragraph 4 of Mr. Seton-Karr's letter, in regard to the weighment of the cultivator's opium, its entry on the books, and receipt for the same, it is necessary to give a narrative, which I will endeavour to condense as much as possible, of our system of weighments. The rules under which these most important operations are carried out, are laid down in Mr. Dent's Circular, No. 6, of the 15th March 1841; and I believe that I express but the opinion of every officer who is familiar with those rules, when I state it as my conviction that they have been found to answer admirably every purpose for which they were framed.

Summoning cultivators by zillahs.

30. The date for commencing the weighments having been fixed, as many *zillahdars* as there are to be scales at work † are directed to have their *assamees* in attendance on the day before. The furthest *zillahs* are, as a general rule, those first weighed off. The quantity expected from each *zillahdar's* division being ascertained from the *taidad*, and a certain amount allowed for each day's weighment, it is thus ascertained on what dates each remaining *zillahdar* will be required to attend with the opium of his division; and he is warned, and then arranges accordingly. By this plan the detention of the cultivators at the Sudder station, for the weighment of their opium, is reduced to a minimum.

31. As

* The red *sag* alone is allowed to be sown; its leaves form a shade for the tender poppy plant from the heat of the sun, and as it is all rooted up for their own use by the weeders, its being sown does good rather than harm.

† In this district twelve scales are used at one time, and the weighments occupy on an average twenty-five days.

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Attendance book and its objects.

31. As the *khattadars* attend on their being summoned, so are their names entered in the "attendance book," and their opium is weighed in the order in which their names are recorded in this book; but a *khattadar* attending out of his turn would have to wait till it came. The order of the "attendance book" is, however, sometimes broken, but only for special and strong reasons, such as a death or sickness, in the *khatta*, or a fire in the village.

Preparatory examination of opium by Purkhia.

32. From 15 to 35 maunds can be weighed at each scale daily, according as the several parcels of opium are small or large. Bearing this in mind, the *gomashta* tells off to each *zillahdar* a certain number of *khattas* for the morrow's weighment. In the afternoon, the opium of these *khattas* is brought by their *assamees* within the weighing premises *; and once in there, it is not allowed to pass out again without a special order from me. The *purkhia* then turns over and leisurely examines the opium in each plate, immediately reporting to me any that he considers adulterated; such opium is either then and there dispersed of by myself, or placed under the sentry's care for the night, its owner retaining charge of it. The *gomashta* supervises the *purkhia's* operations as far as his other duties will admit of his doing so; but neither he nor the *purkhia* sorts the different plates, all of which remain for the night within the weighing enclosure; such of their owners, however, as choose, staying with them, and others going outside.

Preparations for the Purrukh by the Sub-deputy Opium Agent.

33. At day-light next morning every man whose opium (already examined by the *purkhia*) is to be weighed the same day, stands by his plate, and from two given points, about 40 feet apart, 12 *zillahdars* arrange, in as many diverging lines, the *assamees* and opium of the 12 *khattas* first for the day's weighment. At each of these two points a chair is placed for myself, from each side of which three lines of men and plates diverge. On taking my seat, all the people are made to sit down, the *khattadars* at the head of each line, and nearest to me; and the examination and classification of the opium by myself then begins. The *jemadar* of the guard and the *chuprassies* maintain order among the people all the time.

Purrukh by Sub-deputy Opium Agent.

34. A *Zillahdar* then takes up a portion of the opium in the nearest plate, and I examine it. I then call out, loud enough to be heard by all who are interested, the sort† in which I class it; and a *chuprassy*, who is seated immediately in front of me, marks with an iron style the *assamee's* plate accordingly. The marks used by me consist of horizontal, vertical, or slanting lines, any one of which can be made with great rapidity; and the particular combination of these lines, which has been adopted for distinguishing the different sorts, puts it out of the power of the cultivator to add to or alter any of the marks, except to his own detriment.

Object of the particular marks used.

35. The plate of opium which has just been examined and classed by me is then passed down by the *assamees* to the end of the line (except it I consider it adulterated, when it is sent at once and direct to the scale, weighed, and sealed up separately), and another one brought forward in its place. This process is repeated till the whole *khatta* is finished, when the *assamees* take away their plates to a spot where a *Deea moharrir* immediately makes a record of the number of plates of each kind in the *khatta*. This is intended as a further check against the cultivators altering the *purrukh* marks. A copy of this record, on a slip of paper, is then given to the *khattadar*, and that forms his pass to the scale, where he has to account for the exact number of plates of each sort, as specified in the pass.

Record of the different sorts, and object thereof.

Khattadar's pass ticket.

36. But as I can examine and class the different plates of opium much faster than they can be passed up and down the line of *assamees* of a single *khatta*, I examine always the opium of three *khattas* at a time, taking a plate of each in succession. This is done without there being the slightest confusion. As a *khatta* is finished, so is its place supplied by another; every fresh *khattadar* learning from his *zillahdar* where to arrange his opium. In this way I move from one chair to the other, till the whole of the opium included for that day's weighment is examined; and this duty takes me from three to five hours daily, according to circumstances.

Number of khattas examined together.

Native assistant's duty while Sub-deputy Opium Agent is engaged.

37. While examining and classing the opium, my attention is devoted exclusively to that duty. Meanwhile the opium that has been passed by me is being weighed, and the *sheristadar*, or native assistant, as he is termed in this department, together with the several *gomashtas* supervise, until I have leisure to do so myself, these operations, which are conducted in the following manner.

Establishment for each scale, with their duties.

38. For each scale the following establishment is allowed, and it is supervised by the *gomashta:*

One *moharrir* (who must be a permanent servant), to write the weighment book, which is the record of the weighments.

One *muttasuddi* (who is a temporary servant), to write the jar and ticket book, as it is called. The object of this book is to prevent more than the regulated quantity of one maund being put into each jar, as also to have an immediate means of discovering the owners of the opium in every individual jar; it is also of great use in preparing the details of the memorandum which is given to the *khattadar* at the final adjustment of his account. (*Vide* para. 5.)

One *muttasuddi* (who is also a temporary servant) to write the receipt for his opium, that is given to the *khattadar*, and which is signed only by the *gomashta*.

One weighman.

Three *kurkhunias*, or coolies, to fill the jar.

One *purkhia*.

For each sort there is a separate jar. All jars are previously weighed by a responsible officer, who writes their weight on them, and as they are used, this weight is tested by the weighman of the scale at which they may severally happen to be used, and the jar then gets its number, by which it is distinguished in all subsequent operations.

39. When

* A low wall encloses these premises, and sentries are placed at every door. The lookers-on outside the enclosure wall can see all that is going on within it.

† It would only add unnecessarily to the length of this report, if I were here to enter into any details as to the principles on which this classification is made. They will be found laid down in Circular No. 6, of 15 March 1841.

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Appendix, Part II.

Mode of weighment.

39. When every one has taken his appointed place, the *khattadar* gives his pass ticket (paragraph 35) to the *mohurrir*, who weighs his lowest sort first. The lid of the jar of that sort is then opened, all the rest remaining closed, to prevent the opium of one sort being put into the jar of another sort; still such accidents will sometimes occur. One of the three *karkhunias* having then put the *assamee's* opium in the weighing* pan, passes it to the weighman, who weighs it. After adjusting the weight, the weighman takes both his hands off the scales to let the *assamees*, who are seated immediately in front of him, see that all is fair, and then, in a loud voice, he calls out the weight, which the three *amla* at the scale simultaneously enter in their respective books and receipt, and then immediately compare with each other.† The *kharkhunia* at the same moment calls out the sort, and the opium is then put by the other two *kharkhunias* into the jar of that sort. In this manner all the plates of the *khatta* are in their turn disposed of. They are then scraped by their owners, and the joint produce of this scraping, which is very small, is weighed under the name of *khoorchun* in the *khattadar's* name only.

Use of jar or ticket book exemplified.

40. When a jar is nearly full, the *muttasuddi*, who writes the jar or ticket book, tells the weighman the exact quantity required to make up the maund. Supposing this quantity to be three seers, and that the next parcel of opium to be weighed is eight seers, then three seers of it will be put into the jar about to be filled, and the remaining five seers into a fresh jar, the entries in the books and papers being made in corresponding manner. The moment that a jar is filled, it is removed to the large testing scale, any trifling excess over, or deficiency‡ of the maund that it ought to contain, being noted in the testing register. But if the testing scale shows that there has been some error in the detail weighments, then the matter is inquired into by me, and disposed of according to the circumstances of the case. But if the detail weighments prove all correct, then the jar is immediately closed and sealed, and despatched in due course (generally 100 at a time), to the sudder factory for the final examination there. After a jar is once closed, it is never opened again, except for special reasons, and then even only in my presence.

Advantages of the system pursued to the cultivators.

41. From the foregoing details it will be seen that every cultivator knows the date when he is required to attend with his opium, and the turn in which his *khatta* will be weighed; that the various operations of examining, classing, and weighing his opium, as also of testing and closing the jar containing it, are carried on in his presence, and in that of the hundreds of other cultivators who are in attendance at the same time; that the classing of the opium has been made my own special duty; that all the plates are marked in my presence; and, consequently, that the amplest justice can be secured to the humblest cultivator in every one of these operations, without his having to propitiate a single individual among the *amla* or underlings of the office, if he does not choose to do so. Indeed, notices are posted in various parts of the weighing premises strictly prohibiting the people from coming inside them with money on their persons. A search is also made at the doors when the cultivators come inside, and any money found on them is taken away and kept in deposit till their *khatta* has been weighed. The weighmen, however, are apt to play tricks; but the *assamees*, who are seated immediately in front of them, are enjoined to look well after their own interests. Every man having weighed his opium at his home, knows exactly how much it ought to weigh at our scales; and he has the power, allowed him by me, of stopping the scale the moment he may have any doubts of the accuracy of the declared weight of his opium. However unreasonable such doubts might ultimately prove to have been, no *amla*, from the native assistant downwards, would dare to refuse stopping the scale, if any *assamee* required it to be done.

Precautions against cultivators tampering with establishment.

Privilege of any cultivator to stop the scales.

Khattadar's receipt for his opium.

42. The moment that the opium of a *khatta* has been weighed, the *assamees* leave for their homes; but the *khattadar* waits to receive his money,§ which he generally does within a day or two afterwards, when the receipt for his opium, signed by the *gomashta*, is also given to him. I do not sign this receipt myself, because I sign the weighment book, which corresponds with it. Moreover, I should not have time to sign more papers than I already do, for the totals, in English figures, have to be written by my own hand, under the totals (in the vernacular) of every *khatta* before I leave office; and this I am rarely able to do before 6.30 P.M., so long as the weighments last. During this time the office hours are from 5½ A.M. to 6½ P.M., with an interval of two hours for meals.

Frauds practised at the weighments.

43. Having given a summary of the system under which the weighments are conducted, it would, I imagine, be foreign to the object of the Indigo Commission's inquiries, were I to go into any details as to the frauds usually practised. A full account, however, of these frauds and their checks may be found in paras. 35 to 46 of a paper dated 15th August 1845, and submitted by me to your predecessor, Mr. Oldfield. I would, however, make a few general remarks on this subject, with a view of showing what is done to protect the cultivators, as much as possible, against the knavery of the underlings of the department.

Checks against frauds.

44. Changing the entire establishment at each scale daily is an effectual check against anything like systematic collusion. The weighmen and *purkhias* are changed daily, or oftener if necessary; and the *karkhunias* also. None of these men are ever allowed to pass out of the weighing house, on the plea of thirst, or having to obey a call of nature, but in reality to play tricks, without first obtaining permission to do so. Suddenly stopping the weighments, and then comparing the contents of the open jars with the books, is a very good check upon the weighment; for certain frauds can only be detected in this manner, and not always even then. But no check is equal to a rigid superintendence by the sub-deputy

* Three copper weighing pans of uniform weight are used at each scale.
† If, as it will sometimes happen, a mistake be made, its correction must be attested by the Sub-deputy Opium Agent. This rule applies to all corrections.
‡ If the deficiency exceeds four chittacks, I often make the weighman pay for it out of his bonus.
§ Its payment is attested by me in the manner described in para. 21.

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deputy agent himself of all matters. If to this be added a conviction on the part of his subordinates, that he is thoroughly familiar with all details, and that he intuitively, as it were, knows where to look for the source of any fraud that may be committed, there will be then left very little, if any, cause for complaint.

Final balance how paid, and the dues of cultivators secured to them.

45. With regard to the adjustment of the cultivators' accounts at the end of the season, and the means taken to prevent their being deprived by any one of any portion of their just dues, I would beg to refer the Commission for all particulars on these points to paras. 5, 6, and 21 of this Report. The statement of his account, given to each *khattadar* at the final payment, puts it out of his, or any one's power to withhold from a single *assamee* a fraction of his dues, and although the payments are invariably made to the *khattadar* himself, yet, if an *assamee* does not trust him, he will accompany him to the station, and verbally ask me to let him receive his share in my presence, which is invariably done. All payments are made at the station, and attested by me in the manner described in para. 21 of this letter. The system, in accordance with which the cultivators' accounts are made out and adjusted, is laid down in Mr. Dent's Circular, No. 26, of the 2d June 1841. And I think I may here safely state, that it is to the manner in which the district officers have given effect to the rules laid down in this circular, as well as to those in the Weighment Circular, No. 6, of the 15th March 1841, previously mentioned, the great success* that has attended the operations of this agency for a series of years past may be mainly attributed.

System of accounts laid down in Circular No. 26, of 2d June 1841.

Defaulters how dealt with.

46. By the *khattawaree* system a *khattadar* only can become a defaulter to the Government, and then chiefly owing to some of his *assamees* being defaulters to him. If default has occurred through any misfortune, I always allow the parties a little time, within which they almost invariably discharge the claim against them. If they cannot do so before the close of the year, then the outstanding balance is realised generally from the produce of the next year. But balances are not allowed to be transferred from one year to another, and thus, perhaps, perpetuated. In eight† cases only, as far as I can discover, have balances ever been recovered from the surety; and in these even, the amount was eventually made good to the surety. If the *khattadars* apply for aid, they are assisted by the department in the collection of the balances due to them by their *assamees*; but if the defaulting *assamee* leaves his village and settles in another district, and this he does only on account of his zemindar's oppressio , then the sub-deputy opium agent of that district, is applied to for his assistance in the matter. It is, however, only in such calamitous seasons as the two‡ last have been, that the *khattadars* ever have any difficulty about recovering the balances due to them: for they know the position and means of every man, and will take security before giving an advance to a doubtful cultivator.

Statements A. and B. for the years 1856-57, 1857-58, and 1859.

47. The two Statements A. and B. called for by you are annexed to this report, and they correspond as closely as the nature of the *khattawaree* system and our records will admit of, with the Statements Nos. I. and II. respectively, suggested in the 7th paragraph of Mr. Seton-Karr's letter. With regard to Statement No. III. required by that gentleman, on the subject of defaulting ryots, I would beg leave to explain that no *khattadar* has ever been prosecuted for a balance due by him to the Government, and that our records do not enable me to state what number of ryots may have become defaulters to their *khattadars*. Not a single suit has, however, ever been instituted against a ryot, by either the department or the *khattadar*, for the recovery of any balance due by him.

Government suit for balances never preferred.

Suits for short cultivation.

48. But there were 11 suits preferred in 1858 in this district, under Section X. Act XIII. of 1857, for short cultivation. These are the only suits of the kind ever instituted. In each case the party punished was the *khattadar*§ himself, for whom there was no excuse; and it was found to be absolutely necessary to make a few examples, as a very bad feeling was being displayed by some of the people, who seemed to think, owing probably to the then disturbed state of the times, that they could do as they liked about meeting their engagements. Then, again, the inquiries that had to be made in 1859, in reference to Sir R. Hamilton's proposal of giving up the monopoly, and introducing the Malwa system, gave rise to the most exaggerated rumours, as also to some trouble. There is never any means of satisfactorily accounting for the way in which such rumours get abroad; but generally, the more absurd they are, the more readily are they believed. As an illustration of this remark, I might mention that some of the people here already think, that the object for which the Indigo Commission has been appointed is to organise the cultivation of that plant on account of the Government.

Voluntary nature of poppy cultivation.

49. Having now replied to the several points noticed in the letter from the President of the Indigo Commission, I would beg to be allowed, in conclusion, to say a few words in regard to the voluntary nature of the poppy cultivation. I am aware that a great many people are not disposed to allow that such is actually the case, but I am not surprised at their disbelief, as they are wholly ignorant of the actual working of the department. The two last bad seasons have certainly done much to dishearten many of the cultivators; but the return from *Rs.* 3. 4. to the old price of *Rs.* 3. 8. per seer for this year (1859-60), and the increase to the rate of four rupees per seer from the ensuing season (which is no more than the increase of late years in the prices of every kind of grain fully demanded), will, I doubt not, make the people keep up their old and long standing attachment to the cultivation.

Proofs in support.

50. I have stated (paragraph 22) that the majority of the poppy lands are cultivated like gardens. This could not possibly be the case were the cultivation not perfectly voluntary; nor would the actual cultivation exceed‖ the amount of the *khattadar's* engagements, as for a long series of years it has steadily done. Besides every *assamee* knows that the zemindar will immediately charge him two rupees

* *Vide* Statement C.

† One hundred and one rupees, six annas, eleven pies.

‡ 1858 59 and 1859-60.

§ The total amount of penalty levied was *Rs.* 176. 11., which sum the *khattadars*, most probably divided among the *assamees* whose cultivation was also short, but who had not been included in the suits.

‖ *Vide* columns 2 and 3 of Statement C. In 1854-55 this was not the case, owing to the stringent orders to reduce the cultivation as much as possible.

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Appendix, Part II.

rupees or three rupees per beegah extra,* and perhaps, eventually, even four rupees or five rupees, for sowing poppy in lands formerly used for other crops. It is true that there has always been a law against such an exaction, but the people have not availed themselves of it, nor will they; for except in rare cases, an *assamee* who might complain against his zemindar, on a point too on which the latter thinks he has an exclusive right to do just as he likes, would, most assuredly, sooner or later, be ruined. His zemindar would give him no peace till he had, by one false complaint or another, utterly ruined him, or driven him from his village; and this I could not prevent.

51. I think, then, that any unprejudiced person must allow, that the fact of a ryot incurring and submitting to this exaction voluntarily, as also paying the cess which, like every one, he would have to pay his *khattadar*, is strong proof in favour of his cultivating the poppy, whenever he does do so, entirely of his own free will and accord. For myself, I can unhesitatingly say that I have never knowingly allowed a man to cultivate, who I thought did so against his will; and that I look upon the example of one forced and therefore bad cultivator as likely to do much more harm than the accession of a hundred willing cultivators could do good to the department. The *amla* are of course averse to letting a man give up his cultivation, as their perquisites are proportionately lessened. But the decrease‡ in the cultivation of late years shows that the people are allowed to do as they like. The severest punishment I can inflict used to be before the two last bad seasons occurred (and in many parts of the district still it is so), the stoppage of a ryot's cultivation; and to do this effectually, the field had to be marked; otherwise, in most cases, the man would have cultivated it under another man's name. This fact alone is sufficient, I think, to show how far the cultivation of the poppy, in this district at least, is voluntary or otherwise on the part of the ryots.

‡ 1853-54 - - - - - - Beegahs 41,007 9
1858-59 - - - - - - „ 30,944 0
Decrease in five years - - „ 10,063 9

A further decrease took place in 1859-60.

I have, &c.
(signed) *R. King*, Sub-Deputy Opium Agent.

TRANSLATION OF KATTADAR'S AGREEMENT.

No.

THE writer is *khattadar* of the village of Pergunna *Kotee* Zillah .

1. I and my co-cultivators, whose names are entered below, do hereby acknowledge to have received from the Government, through the sub-deputy opium agent of zillah the sum of rupees as an advance to cultivate beegahs of land for the year corresponding with the year A. D.

2. We will prepare the whole of the above land properly, and sow poppy in it; and we will make every effort to sow and irrigate it; and to take every care of it, so that the opium produced may be good and abundant.

3. And we will not, on any account, sow any crop in this land besides poppy.

4. And whatever opium may be produced from the above land shall be duly prepared and delivered to the Government, deprived of its moisture and *pusseeta*, and without adulteration of foreign matter, and each *assamee's* opium separately, and none of it being embezzled or made away with, within such date as may be fixed for the weighment of the opium. And in case of the whole produce not being delivered to the Government, we shall be liable to the penalties of Section XIX., Act XIII. of 1859.

5. And the price shall be fixed at the rate of rupees per seer of 80 *tolahs* for pure opium of 70° consistence, and if the consistence be higher or lower, the price shall be rateably higher or lower, according to the Sudder godown receipt, and the average per jar.

6. And whatever amount of advances we may at various times get between the present date and the weighment, we will take without any demur; and I, the *khattadar*, will divide the same rateably among all the cultivators, according to the extent of their cultivation and produce, and the responsibility for the same attaches to me, the *khattadar*, and my surety.

7. And if any balance should be due to the Government by this *khatta*, the responsibility for the same will attach to me, my surety, and his *assamees*.

8. Nothing contrary to the provisions of Act XIII. of 1857 shall be done, directly or indirectly.

9. And whatever leaves of first, second, and third sorts and trash shall be produced in our fields, shall be delivered according to the requirements of the Government.

(signed) *A. B.*

TRANSLATION OF SECURITY BOND.

Security Bond.

THE writer is attached to *Kotee* *khattadar* No. zillah of the village of pergunna .

WHEREAS I, of my own free will and accord, have become the surety of the above *khattadar*, I do hereby bind myself, in the event of any balances accruing in the above *khatta* during the year , owing to the short produce of opium, or confiscation of produce, or the death or absconding of the *khattadar* or his *assamees*, or misconduct, or embezzlement of the advances, or making away with the produce, or any other cause whatever,—to cause the above *khattadar* to make good the same immediately. Failing to do so, I will do so myself. But if I fail to do so, the sub-deputy opium agent hereby has the power to sell my own individual property, and to make good the balance. If the amount of balance be recovered from the money due on my *khatta*, in that case I will make good to my own *assamees* the amount that may be due them. To this, neither myself nor my heirs, nor my *assamees* shall have any objection to urge.

(signed) *A. B.*

* There can be no doubt but that this practice checks the increase of the poppy cultivation materially in some parts of the district.

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STATEMENT (A.)

Required by Opium Agent's Circular, No. 17, of the 2d June 1860.

1. KOTEE.	2. Number of Beegahs Cultivated.	3. Number of Culti-vators.	4. Average Cultivation per Man.	5. Average Opium Produce per Beegah.	6. Total Value of Opium, Leaves, and Trash.	7. Portion of Amount in Column 6, advanced prior to Delivery of Opium.	8. Amount Payments at Delivery of Opium and Final Adjustment.	9. Average per Cultivator on Amount in Column 8.	10. Highest Amount paid to any one Cultivator in Column 8.	11. REMARKS.
1856–57:	*Bs. c. d.*		*Bs. c. d.*	*Mds. s. c.*	*Rs. a. p.*	*Rs. a. p.*	*Rs. a. p.*	*Rs. a. p.*	*Rs. a. p.*	*Rs. c. d.*	
Phoolwarry - - -	4,387 2 0	5,042	0 17 8	0 5 6	80,459 3 2	39,985 – –	40,826 5 11	8 1 6	95 13 1	13 3 0	The three years selected for comparison may be classed thus: 1856–57, below the average; 1857–58, about the average; and 1858–59, bad and the worst ever known.
Bulliah - - -	6,562 8 0	8,964	0 14 13	0 4 11½	1,02,570 14 5	51,352 – –	52,142 7 4	5 13 1	91 10 10	2 14 0	
North Munnare - -	4,227 11 0	4,120	1 0 10	0 5 3	73,651 14 5	34,514 – –	39,942 8 4	9 9 6	113 2 3	4 10 0	
South Munnare - -	4,246 4 0	4,878	0 17 8	0 5 13	82,684 4 5	39,612 – –	47,504 10 6	9 11 9	123 – –	5 0 0	
Mussowrah - - -	7,121 15 0	6,776	1 1 0	0 5 8¾	1,30,317 1 9	55,486 – –	75,409 10 5	11 2 1	129 6 11	6 4 0	
Tilareh - - - -	6,233 17 0	9,300	0 13 8	0 5 11¾	1,17,888 15 7	46,490 – –	72,068 1 4	7 11 11	80 8 8	3 16 0	
	32,778 17 0	39,080	0 16 16	0 5 6¼	5,87,572 5 9	2,03,439 – –	3,27,493 11 10	8 6 1	105 10 9		The quantities of land mentioned on the left of these remarks indicate the extent of the cultivation of those *assamees* who had the highest amount of balance in their favour, and who are entered in Column 10. But I have reason to suspect, that as regards the Bulliakotee, more than was the actual produce of the lands cultivated in 1857–58 and 1858–59 was weighed in the name of the most successful *assamee*.
1857–58:											
Phoolwarry - - -	4,230 1 0	4,969	0 17 1	0 7 12¾	1,12,077 11 7	40,239 – –	71,912 – 11	14 7 6	227 8 9	14 8 0	
Bulliah - - -	6,212 16 0	6,549	0 18 13	0 6 3½	1,28,083 9 1	49,976 – –	78,362 – 8	11 15 5	186 9 –	2 11 0	
North Munnare - -	4,189 10 0	4,023	1 0 15	0 7 5	1,03,039 7 –	36,357 – –	66,630 10 4	16 8 11	118 12 7	4 1 0	
South Munnare - -	4,101 2 0	4,528	0 18 2	0 7 5½	1,00,980 13 9	37,350 – –	63,730 14 7	14 1 2	159 5 3	4 13 0	It is to be remembered that, exclusive of what the poppy yields the *assamee* in the shape of opium, leaves, and trash, the seed averages from four rupees to ten rupees per beegah.
Mussowrah - - -	6,721 0 0	6,712	1 0 0	0 6 11	1,48,730 0 8	54,877 – –	94,136 12 1	14 – 4	124 8 5	6 15 0	
Tilareh - - - -	6,402 18 0	6,687	0 19 3	0 6 2	1,29,160 14 7	48,736 – –	81,118 12 –	12 2 1	128 15 7	1 19 0	
	31,848 7 0	33,468	0 18 19	0 6 13	7,22,063 8 8	2,67,735 – –	4,55,891 2 7	13 9 11	140 15 3		Besides this, most, if not nearly all, the poppy lands are sown with another crop during the rains, and yield returns according to the season.
1858–59:											
Phoolwarry - - -	4,116 9 0	4,741	0 17 7	0 4 9½	64,611 4 6	37,639 – –	27,399 8 –	5 12 5	43 1 8	14 12 0	In this district the rents for poppy lands range from five rupees to twelve rupees per beegah.
Bulliah - - -	6,049 7 0	6,584	0 18 0	0 4 0½	80,621 3 4	48,439 – –	33,199 3 4	5 – 8	151 4 4	2 12 0	
North Munnare - -	4,121 4 0	3,738	1 2 1	0 4 1½	56,768 14 8	35,772 – –	21,371 15 9	5 11 5	35 – 11	6 8 0	
South Munnare - -	4,039 12 0	4,504	0 17 18	0 4 4½	59,417 15 3	36,984 – –	23,939 9 4	5 5 –	105 3 9	6 17 0	
Mussowrah - - -	6,779 6 0	5,313	1 5 10	0 4 7½	99,376 10 2	56,104 – –	43,996 12 6	8 4 5	81 10 7	6 5 0	
Tilareh - - - -	5,838 2 0	7,474	0 15 12	0 5 0¾	86,482 4 9	43,401 – –	43,916 14 6	5 14 –	84 1 –	2 1 0	
	30,944 0 0	32,354	0 19 2	0 4 11½	4,47,278 4 8	2,57,339 – –	1,93,823 15 5	5 15 10	83 6 4		

Patna, Office of Sub-deputy Opium Agent, 12 June 1860.

R. King,
Sub-Deputy Opium Agent.

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STATEMENT (B.)

Required by Opium Agent's Circular, No. 17, of the 2d June 1860.

1. KOTEE.	2. Number of Khattas.	3. Average number of Amanees per Khatta.	4. Average cultivation per Khatta.	5. Total Value of Opium, Leaves, and Trash.	6. Portion of Amount in Column 5, being balance due to Khattas by Government on delivery of Opium. Number of Khattas.	7. Amount.	8. Average per Khatta.	9. Balance due to Government by Khattas on delivery of Opium. Number of Khattas.	10. Amount.	11. Average per Khatta.	12. Highest Amount of Balance due by any one Khatta.	13. REMARKS.
1856–57.			*Bs. c. d.*	*Rs. a. p.*		*Rs. a. p.*	*Rs. a. p.*		*Rs. a. p.*	*Rs. a. p.*	*Rs. a. p.*	
Phoolwarry - -	328	15	13 7 10	80,459 3 2	305	40,826 5 11	133 13 8	23	352 2 9	15 5 –	49 – –	The three years selected for comparison may be classed thus: 1856–57, below the average; 1857–58, about the average; and 1858–59, bad, and the worst ever known.
Bullia - - -	523	17	12 10 19	1,02,570 14 5	464	52,142 7 4	112 6 –	59	923 8 11	15 10 5	43 – –	
North Munnare -	314	13	13 9 5	73,651 14 5	283	39,542 8 4	739 11 7	31	404 9 11	13 – 10	29 – –	
South Munnare -	310	16	13 13 18	82,684 4 5	287	47,504 10 6	165 8 4	23	432 6 1	18 12 9	44 – –	
Mussowrah - -	460	15	15 9 13	1,30,317 1 9	431	75,409 10 5	174 15 5	29	578 8 8	19 15 2	28 3 –	
Telareh - - -	502	19	12 8 7	1,17,888 15 7	473	72,068 1 4	152 5 9	29	669 1 9	23 1 1	100 – –	
	2,437	16	13 9 –	5,87,572 5 9	2,243	3,27,893 11 10	146 – 6	194	3,360 6 1	17 5 2	48 13 10	
1857–58.												
Phoolwarry - -	319	16	13 6 9	1,12,077 11 7	312	71,912 – 11	230 7 9	7	73 5 4	10 7 7	15 – –	
Bullia - - -	494	13	12 11 1	1,28,083 9 1	482	78,362 – 8	162 9 2	12	254 7 7	21 3 3	35 2 6	
North Munnare -	299	13	13 19 12	1,03,030 7 –	292	66,630 10 4	228 2 11	7	157 3 4	22 7 4	26 9 5	
South Munnare -	299	15	13 14 6	1,00,980 13 9	296	63,730 14 7	215 4 10	13	100 – 10	33 5 7	69 – –	
Mussowrah - -	452	15	14 17 7	1,48,730 – 8	440	94,136 12 1	213 15 1	12	283 11 5	23 10 3	58 – –	
Telareh - - -	485	14	13 4 1	1,29,160 14 7	460	81,118 12 –	176 5 6	25	693 13 5	27 12 –	84 – –	
	2,348	14	13 11 5	7,22,063 8 8	2,282	4,55,891 2 7	206 10 7	66	1,562 9 11	23 10 10	56 9 11	
1858–59.												
Phoolwarry - -	304	16	13 10 16	64,611 4 6	272	27,399 8 –	100 11 8	32	427 3 6	13 5 7	35 – –	
Bullecа - - -	483	14	12 10 9	80,821 3 4	410	33,199 3 4	80 15 7	73	1,017 – –	13 13 3	59 – –	
North Munnare -	293	13	14 1 6	56,768 14 8	263	21,371 15 9	81 4 11	30	375 1 1	12 8 –	30 – –	
South Munnare -	296	15	13 12 18	59,417 15 3	264	23,939 9 4	90 10 10	32	505 10 1	15 12 9	38 – –	
Mussowrah - -	454	12	14 19 1	99,376 10 2	416	43,996 12 6	105 12 2	38	724 2 4	19 – 10	80 – –	
Telhareh - -	464	16	12 11 12	86,482 4 9	405	43,916 14 6	108 6 11	59	835 9 9	14 2 7	52 – –	
	2,294	14	13 9 15	4,47,278 4 8	2,030	1,93,823 15 5	95 7 8	264	3,884 10 9	14 11 5	49 – –	

Patna,
Office of Sub-deputy Opium Agent,
12 June 1860.

R. King,
Sub-Deputy Opium Agent.

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STATEMENT (C.)

Showing the fluctuations in the Poppy Cultivation and Opium Produce, with its Value and Amount of Balances, during a period of 20 Years, viz., from 1839-40 to 1858-59, both inclusive.

1. YEAR.	2. Quantity of Land engaged for.	3. Quantity of Land cultivated.	4. Total Quantity of Opium produced.	5. Average produce per Beegah.	6. Price of Opium per Seer, at 70 consistence.	7. Total value of Opium, Leaves, and Trash.	8. Cash refunds during the Year.	9. Balance due to Government at final adjustment.	10. Total of Columns 8 and 9.	11. REMARKS.
	B. C. D.	*B. C. D.*	*Mds. s. c.*	*Mds. s. c.*	*Rs. as. p.*	*Rs. as. p.*	*Rs. as. p.*	*Rs. as. p.*	*Rs. as. p.*	
1839-40	14,161 0 0	14,350 3 4	2,910 13 10½	0 8 1¾		3,51,518 14 8	673 4 2	- - -	673 4 2	The balances in the years 1844-45, 1845-46, 1853-54, and 1857-58 accrued through hail storms. Those of 1857-58 were remitted.
1840-41	14,273 1 0	14,829 7 0	2,752 31 9½	0 7 6¾		4,01,521 8 –	293 4 2	- - -	293 4 2	
1841-42	14,071 2 0	14,561 6 7	2,311 12 6½	0 6 5½		3,36,270 5 4	829 5 –	27 3 10	856 8 10	In 1844-45 damage was done by the hail in 198 villages, comprising a cultivation of beegahs 2,587-8. Of this quantity beegahs 949 were wholly destroyed, beegahs 456-14 considerably injured, and beegahs 665-4 slightly damaged, leaving only beegahs 516-10 that had not suffered. The cultivators sowed the poppy in 1845-46, without any advance; and when the plant was safe and beyond danger, then advances were made on it. On the delivery of the produce for 1845-46, the whole of the preceding year's balance was recovered, without a single harsh measure having been resorted to in order to recover these balances.
1842-43	15,444 8 0	15,561 6 7	2,164 19 13⅞	0 5 9		3,17,665 13 11	3,045 2 –	14 7 7	3,059 9 7	
1843-44	15,113 14 0	15,581 3 0	3,063 15 9½	0 7 13¾		4,49,406 9 2	2,150 3 6	- - -	2,150 3 6	
1844-45	16,693 10 0	16,487 19 0	2,975 17 0¾	0 7 3½		4,39,157 6 11	964 13 6	5,206 8 –	6,171 5 6	
1845-46	18,880 16 0	19,806 17 0	3,679 6 6½	0 7 6¾	3 10 –	5,40,293 11 4	992 13 5	188 2 2	1,180 15 7	
1846-47	20,366 8 0	21,298 19 0	4,072 29 14½	0 9 5½		7,32,354 9 10	385 14 –	- - -	385 14 –	
1847-48	23,413 15 0	25,091 15 0	5,420 19 10½	0 8 10¾		7,99,628 4 10	270 9 9	- - -	270 9 9	
1848-49	25,238 8 0	25,707 9 0	4,945 12 5½	0 7 11		7,33,104 12 1	811 7 6	- - -	811 7 6	
1849-50	25,128 1 0	26,014 4 0	4,883 6 1	0 7 8		7,23,121 6 8	633 4 7	- - -	633 4 7	
1850-51	27,225 13 0	28,747 18 0	4,642 20 8½	0 6 7½		6,80,254 5 7	636 4 1	- - -	636 4 1	
1851-52	30,027 14 0	32,208 0 0	6,044 26 8½	0 7 8		8,64,814 11 6	575 – –	- - -	575 – –	The cash refunds within the year (col. 8), have been given in order to show the extent of refunds that ordinarily take place, prior to the final adjustment of the *assumee's* accounts.
1852-53	33,157 6 0	35,482 13 0	6,755 9 6½	0 7 13¾		9,58,918 – 3	514 1 5	- - -	514 1 5	
1853-54	38,448 11 0	41,007 9 0	6,845 17 0¾	0 6 10¾	3 8 –	9,74,283 – 5	583 – 10	365 6 2	948 7 –	
1854-55	36,740 3 0	36,476 0 0	6,310 35 15	0 6 14¾		9,00,423 11 2	1,047 – 5	- - -	1,047 – 5	There are 66 zillahs, each zillahdar having an average of 34 *khattas*, containing 490 cultivators, and beegahs 471 of cultivation. Each of the six *kotees* has a *gomashta*, a *mohurrir*, and one or two *mutosuddees* (according to the size of the *kotee*) with *burkundauzes*, and this is the extent of the Mofussil establishment.
1855-56	34,939 16 0	36,058 15 0	6,271 21 6	0 6 15¼		8,34,596 15 5	1,089 12 3	- - -	1,089 12 3	
1856-57	32,195 1 0	32,778 17 0	4,418 14 3½	0 5 6¼		5,87,572 5 9	3,322 4 1	37 15 6	3,360 3 7	
1857-58	32,371 17 0	31,848 7 0	5,430 26 12½	0 6 13	3 4 –	7,22,063 8 8	1,313 11 10	248 14 1	1,562 9 11	
1858-59	30,076 13 0	30,944 0 0	3,364 6 1½	0 4 1¼		4,47,278 4 8	3,737 10 2	147 – 7	3,884 10 9	

Patna, Office of Sub-Deputy Opium Agent,
12 June 1860.

(signed) *R. King,*
Sub-Deputy Opium Agent.

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Appendix, Part II.

From *J. G. Pughe*, Esq., Officiating Sub-Deputy Opium Agent of Alleegunge, Sewan, to *R. N. Farquharson*, Esq., Opium Agent of Behar, No. 31, dated 12 June 1860.

Sir,

I HAVE the honour to acknowledge the receipt of your circular, No. 17, of 2d instant, annexing copy
No. 18 of 18th May 1860. of a letter from the President of the Indigo Commission, requiring information on certain matters connected with the system of opium cultivation, in reply to which I beg to state as follows:—

Answer to par. 2 of President's letter. 2. The contracts entered into with the cultivators are limited to a period of one year, the settlements being usually made during the month of September, on which occasion an *ikrarnama*, with surety bond appended, is given in by each *khattadar*, attested by two witnesses, and finally signed by myself. Translations of these documents are annexed to this letter.

Answer to par. 3. 3. It constitutes a part of the duty of a sub-agent during the cold season, to investigate all disputes between the *assamees*, as also to inspect and to test the measurements of the cultivation generally, with a view of ascertaining that the interests of Government have not been neglected, but that the *zillahdar* (under whose supervision some 20 or 30 villages are placed) is the officer who is alone able personally to ascertain that the whole of the sowings, weeding, irrigation, &c., are timely and efficiently carried out. As a general rule, however, the cultivators (more especially the *Koeree* caste) will be found sufficiently alive to their own interests as to render unnecessary the exercise on the part of the Department of any interference of an irksome or burdensome nature; here and there the characteristic indolence and inherent spirit of procrastination of the people is apparent, and shows itself to be even stronger than their natural love of gain; in such cases it is his duty to stir up the idle to exertion, and to bring to my notice any cases of gross negligence in the preparation of their fields. I cannot call to mind any serious instances of vexatious interference on the part of the *zillahdars* with the other agricultural occupation of the cultivators; and I may say the same with respect to their being in the habit of instituting minute and harassing inquiries, which might tend to render the cultivation distasteful to the ryot. I can moreover assert with confidence, that, under proper supervision on the part of the sub-agent, such practices could never exist undetected in any district. The average engagement for poppy land in this agency, now barely exceeds 13 cottahs per man; it is impossible therefore to suppose that the amount of labour required for the cultivation of so small an area can either be felt burdensome or prove interruptive to other agricultural pursuits; the complaint indeed of any is rather on the other side, owing to the fact of the *zillahdar* being usually on more intimate terms with the ryot than is consistent with his duty. It is rarely the case that I find the people dissatisfied with the *zillahdar*, though it frequently happens that I am necessitated to punish the latter for negligent supervision.

4. In regard to the measures taken to prevent undue exactions alluded to in paragraphs 3 and 5, I would remark that, impressed as I am with the assurance of the non-existence of extortion in this sub-agency, it would, nevertheless, I apprehend, be deemed the height of incredulity in me to suppose that little irregularities did not at times occur between the ryots and the subordinates of the Department; to maintain the contrary either with reference to this or any other Department in which the Asiatic element obtains, would be nothing less than to assume the existence of a degree of administrative purity as unintelligible to the former as it would be irreconcileable with the tenure of office of the latter: Native subordinates do not generally accept service in consideration of its authorised emoluments alone, whilst on the other hand, amongst the uneducated classes more particularly, the occasional tender of a conciliatory "douceur" is as consistent with, and agreeable to, their general ideas, as the equally prevalent, though more open practice of taking "*dustree*;" nevertheless I would not wish to be misunderstood that whilst deprecating the exercise of too great an excess of inquisitorial severity on the one hand as practically conducing to the encouragement of false complaints, as well as operating prejudicially on all healthy competition amongst respectable parties for the lower grades of the public service; so on the other hand do I conceive that a reprehensible degree of laxity would as surely be attended by a general system of corruption equally injurious to the interests of the state and people. Under this view of the question therefore, I conceive that an active and general supervision which summarily punishes malpractices when fully proved, and satisfies the ryots that they cannot be oppressed with impunity, will best answer all purposes, and I need hardly add that in the management of this sub-agency my endeavours are directed accordingly.

Answer to par. 4 5. At the time of delivery of the drug in April, every cultivator brings in his own opium with the rest of the *assamees* of the zillah to which he belongs; the examination of every plate separately is then conducted by myself personally, and is then and there classified according to its own merits; all plates of opium of like mark are then sorted together, and put into jars bearing a corresponding mark.* These jars on arrival at the factory undergo a second scrutiny, and I apprehend that to these measures the purity of the Behar produce for the most part is attributable; petty adulteration is scarcely worth the risk it involves, whilst, if attempted on a large scale, it should never under a practised eye escape detection. Every plate of opium is weighed separately in my presence in the weighing house of this sub-agency, and the owner's name entered in the books; no less than three separate entries of the transaction are made by different *mohurrirs* employed for the purpose; and apart from this check, the cultivators themselves are made to appoint two umpires, the first one to supervise the entries in the weighment register, and the other to overlook the weighman at the scale; other checks are also in operation, which it is unnecessary to detail here, though I may add that no means are neglected whereby the perpetration of fraud may be detected, and justice insured to the cultivator; the receipts signed by me for opium delivered are granted to the parties concerned, immediately after the weighment of each *khatta*.

6. The

* Adulterated parcels being challaned separately in pots, and mulcted at the factory, according to their deserts.

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Appendix, Part II.

Answer to Para. 5.

6. The *khattadars* are all paid at the conclusion of the season's operations in the same manner as they are paid their advances at different periods during the year: for instance, an advance of four rupees per beegah is made at the time of the settlements in September and October, the lands are sown throughout November, and measured in December, at the conclusion of which operation a second advance of three rupees per beegah is made according to the results of the measurement; at the weighments in April, every man delivering good opium is paid up to within four annas a seer of the whole amount which may be due to him, according to the district weighment; and on the arrival of the Sudder Factory receipts the final accounts are prepared, and in July the balance, whatever it may amount to as per that receipt, is then disbursed; every rupee is paid away in my presence, and every recipient comes before me and verbally acknowledges the amount received by him, which is then checked off by me in the payment register.

Answer to par. 6.

7. The *khattadar*, as well as his *assamees* and sureties, are responsible for a defaulting ryot, the former usually squaring accounts with him before the close of the year; occasionally the former has to make good a loss which he does not subsequently recover, but on the whole he does not lose by his office.

8. I beg to annex Statements A. and B., as required in the 2d paragraph of your Circular under acknowledgment, but lest you might possibly be misled in regard to the profits of the cultivation in this sub-agency by the three years' returns exhibited therein, two of which were unusually unfortunate seasons, I have taken the liberty to forward two additional Statements marked C. and D., representing the average results of this division, calculated on the last twelve years, or since its separation from Chuprah, wherefrom the average outlay per beegah made by the Government according to Statement C., Column 11, will be seen to amount to nearly *Rs.* 19 3. or *Rs.* 5 11¼. in excess of the sum expended during the three years above quoted.

9. As the Statement III., required by the President of the Commission, cannot be prepared with facility, and as all requisite information under the head of default is furnished in Columns 9, 10, and 11 of Statement B., no legal proceedings, moreover, having been instituted during these three years against the *assamees* for default, I have therefore thought it needless to trouble you with a blank statement.

10. From the above replies, and from an examination of the Statements hereto annexed, it will be perceived that the features of resemblance between the system pursued in regard to the growth of indigo in Bengal, and of opium in Behar, consist only in the fact of advances being given in both cases for the performance of a contract entered into with the ryot for the cultivation of a certain portion of land on his own responsibility in respect to results. The points of dissemblance are very material I conceive, and seem to be, firstly, in the difference in the amount of outlay per beegah, which (from recent evidence taken before the Commission appears to) runs from two rupees to three rupees per beegah in the one case, and according to Column 11, of accompanying Statement D. amounts to nearly *Rs.* 19 3. in the other; and secondly, to the fact of the average cultivation of each opium ryot being too insignificant to occasion any vexatious interference with his other agricultural or domestic arrangements.

11. I would beg the favour of your referring to the results exhibited in Column 11 of Statement C., from which you will perceive that the average outlay per beegah during the last 12 years on account deliveries of opium leaves and trash in this agency fell a little short of 20 rupees, supposing, however, that the price paid under this head had been four rupees per seer* (the rate now sanctioned), the average receipts by the cultivator would have increased to 22 rupees per beegah, and this income they may reasonably expect in future. In the districts south of the Ganges, where the average yield of produce runs higher by about two seers per beegah, the outlay on the part of Government thereon will, of course, be proportionately greater.

12. In conclusion, I may add that poppy lands are not restricted to the production of opium alone during the year. The poppy is only a *rubbee*, and consequently a six anna crop. As soon, therefore, as the drug is extracted and the plant removed, the lands are free for the cultivation of *cheena*, or subsequently for the *buddhy* or rainy season crops, such as *juneera* (Indian corn) and *murrowah*. The accompanying returns thus exhibit only a portion of the profits derived by the cultivator on his year's operations.

I have, &c.

(signed) *J. G. Pughe*,
Officiating Sub-Deputy Opium Agent.

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* The price paid for the drug varying from three rupees ten annas to three rupees four annas as per Government Order.

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(A).

1. KOTEE.	2. Number of Beegahs Cultivated.	3. Number of Cultivators.	4. Average Cultivation per Man.	5. Average Opium produce per Beegah.	6. Total Value of Opium, Leaves, and Trash.	7. Portion of Amount in Column 6, advanced prior to Delivery of Opium.	8. Amount Payments at delivery of Opium and final adjustment.	9 Average per Cultivator on Amount in Column 8.	10. Highest Amount paid to any one Cultivator in Column 8.	11. REMARKS.
1856-57.	*Bs. c. d.*		*Bs. c. d.*	*Md. s. c.*	*Rs. a. p.*	*Rs. a. p.*	*Rs. a. p.*	*Rs. a. p.*	*Rs. a. p.*	
Gopalgunge - -	13,536 0 0	21,447	0 12 12	0 3 2¾	1,42,335 9 2	84,519 12 –	61,888 – –	2 14 2	95 1 11	
Suroel - - -	10,250 13 0	14,862	0 13 16	0 4 1½	1,39,563 12 –	63,558 12 –	76,588 13 7	5 2 5	88 8 5	The Damdeta Weight of Opium for this year amounted to *Mds.* 2,093. 36. 10.
Jhejwah - -	9,832 10 0	14,600	0 13 7	0 3 8½	1,14,930 5 11	60,352 3 –	55,435 4 3	3 12 9	126 7 6	
TOTAL - - -	33,619 3 0	50,909	*0 13 5	0 3 9	3,96,829 11 1	2,08,430 11 –	1,93,912 1 10	*3 12 11	—	*Or *Rs.* 5. 1. 5. per beegah.
1857-58.										
Gopalgunge - -	12,033 13 0	21,025	0 12 0	0 5 0¾	2,10,022 14 6	75,704 7 –	1,35,329 – 10	6 6 11	130 7 –	
Suroel - - -	9,811 8 0	14,156	0 13 17	0 5 11½	1,85,433 5 2	58,844 13 –	1,26,650 7 2	8 15 1	100 13 1	The Damdeta for this year *Mds.* 4,049. 8. 8¼.
Jhejwah - -	8,687 5 0	14,477	0 12 0	0 4 13	1,38,010 4 7	55,551 6 –	82,599 2 4	5 11 3	132 4 6	
TOTAL - - -	31,132 6 0	49,658	*0 12 10	0 5 3¼	5,34,366 8 3	1,90,190 10 –	3,44,578 10 4	*6 15 –	—	*Or *Rs.* 10. 8. 7. per beegah.
1858-59.										
Gopalgunge - -	13,089 18 0	19,594	0 13 7	0 3 5¼	1,46,103 11 1	91,717 6 –	56,313 2 4	2 13 11	89 6 8	
Suroel - - -	9,804 2 0	13,878	0 14 3	0 3 10¾	1,18,471 9 3	68,738 6 –	50,883 9 10	3 10 7	105 8 3	The Damdeta amounting to *Mds.* 2,601. 20. 13¼.
Jhejwah - -	9,191 16 0	14,280	0 12 17	0 2 11¼	82,891 1 10	62,394 7 –	22,951 2 9	1 9 8	58 4 –	
TOTAL - -	32,085 16 –	47,752	*0 13 8	0 3 3¾	3,47,466 6 2	2,22,850 3 –	1,30,147 14 11	*2 11 7	—	*Or *Rs.* 3. 9. 9. per beegah.

Three years' average outlay per beegah on the part of Government, *Rs.* 13. 3. 3. 4.

Allegunge, Sub-Deputy Opium Agency, 12 June 1860.

(signed) *J. G. Pughe,* Officiating Sub-Deputy Opium Agent.

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1. KOTEE.	2. Number of Khattas.	3. Average Number of Assamee per Khatta.	4. Average Cultivation per Khatta.	5. Total Value of Opium, Leaves, and Trash.	6. Portion of Amount in Column 5, being Balance due to Khattas by Government on delivery of Opium. Number of Khattas.	7. Amount.	8. Average per Khatta.	9. Balance due to Government by Khattas on delivery of Opium. Number of Khattas.	10. Amount.	11. Average per Khatta.	12. Highest Amount of Balance due by any one Khatta.	13. REMARKS.
1856-57:			*Bs. c. d.*	*Rs. a. p.*		*Rs. a. p.*			*Rs. a. p.*	*Rs. a. p.*	*Rs. a. p.*	
Gopalgunge - -	871	24	16 2 5	1,42,335 9 2	680	61,888 - -	91 - 2	191	4,072 2 10	21 5 1	93 - 1	
Suroel - - -	758	20	13 10 9	1,39,503 12 -	724	76,588 13 7	105 12 6	34	683 13 7	17 2 9	32 4 10	
Jhejwah - - -	541	27	18 3 9	1,14,930 5 11	511	55,435 4 3	108 7 8	30	857 1 4	28 9 1	89 6 4	
TOTAL - - -	2,170	23	15 9 17	3,96,829 11 1	1,915	1,93,912 1 10	101 4 1	255	5,573 1 9	21 9 11	- -	Opium pd. for mds. 2,993. 36. 10.
1857-58:												
Gopalgunge - -	763	27	17 1 3	2,10,922 14 6	747	1,35,329 - 10	181 2 7	16	200 9 4	12 8 7	30 10 1	
Suroel - - -	683	21	14 7 6	1,85,433 5 2	678	1,26,650 7 2	186 12 9	5	61 15 -	12 6 2	22 7 4	
Jhejwah - - -	475	30	18 5 -	1,38,010 4 7	465	82,599 2 4	177 10 1	11	140 3 9	12 11 11	16 9 8	
TOTAL - - -	1,922	25	16 14 12	5,34,366 8 3	1,890	3,44,578 10 4	182 5 -	32	402 12 1	12 9 3	- -	Ditto - ditto 4,040. 8. 8¼.
1858-59:												
Gopalgunge - -	759	26	17 4 18	1,46,103 11 1	675	56,313 2 4	83 6 9	84	1,926 13 3	22 15 -	99 8 7	
Suroel - - -	680	20	14 8 7	1,18,471 9 3	611	50,883 9 10	83 4 5	69	1,150 6 7	16 10 9	61 3 7	
Jhejwah - - -	476	30	19 6 4	82,891 1 10	373	22,951 2 9	61 8 6	103	2,454 7 11	23 13 3	83 10 9	
TOTAL - - -	1,915	24	16 15 2	3,47,466 6 2	1,659	1,30,147 14 11	78 7 2	256	5,531 11 9	21 9 8	- -	Ditto - ditto 2,601. 20. 13¾.

Alleegunge, Sub-Deputy Opium Agency,
12 June 1860.

(signed) *J. G. Pughe,*
Officiating Sub-Deputy Opium Agent.

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(A).

1. KOTEE.	2. Number of Beegahs Cultivated.	3. Number of Cultivators.	4. Average Cultivation per Man.	5. Average Opium produce per Beegah.	6. Total Value of Opium, Leaves, and Trash.	7. Portion of Amount in Column 6, advanced prior to Delivery of Opium.	8. Amount Payments at delivery of Opium and final adjustment.	9 Average per Cultivator on Amount in Column 8.	10. Highest Amount paid to any one Cultivator in Column 8.	11. REMARKS.
1856-57.	*Bs. c. d.*		*Bs. c. d.*	*Md. s. c.*	*Rs. a. p.*	*Rs. a. p.*	*Rs. a. p.*	*Rs. a. p.*	*Rs. a. p.*	
Gopalgunge - -	13,536 0 0	21,447	0 12 12	0 3 2¾	1,42,335 9 2	84,519 12 –	61,888 – –	2 14 2	95 1 11	
Suroel - - -	10,250 13 0	14,862	0 13 16	0 4 1½	1,39,563 12 –	63,558 12 –	76,588 13 7	5 2 5	88 8 5	The Damdeta Weight of Opium for this year amounted to *Mds.* 2,993. 36. 10.
Jhejwah - -	9,832 10 0	14,600	0 13 7	0 3 8½	1,14,930 5 11	60,352 3 –	55,435 4 3	3 12 9	126 7 6	
TOTAL - - -	33,619 3 0	50,909	*0 13 5	0 3 9	3,96,829 11 1	2,08,430 11 –	1,93,912 1 10	*3 12 11	—	*Or *Rs.* 5. 1. 5. per beegah.
1857-58.										
Gopalgunge - -	12,633 13 0	21,025	0 12 0	0 5 0¾	2,10,922 14 6	75,794 7 –	1,35,329 – 10	6 6 11	130 7 –	
Suroel - - -	9,811 8 0	14,156	0 13 17	0 5 11½	1,85,433 5 2	58,844 13 –	1,26,650 7 2	8 15 1	100 13 1	The Damdeta for this year *Mds.* 4,049. 8. 8¼.
Jhejwah - -	8,687 5 0	14,477	0 12 0	0 4 13	1,38,010 4 7	55,551 6 –	82,599 2 4	5 11 3	132 4 6	
TOTAL - - -	31,132 6 0	49,658	*0 12 10	0 5 3¼	5,34,366 8 3	1,90,190 10 –	3,44,578 10 4	*6 15 –	—	*Or *Rs.* 10. 8. 7. per beegah.
1858-59.										
Gopalgunge - -	13,089 18 0	19,594	0 13 7	0 3 5¼	1,46,103 11 1	91,717 6 –	56,313 2 4	2 13 11	89 6 8	
Suroel - - -	9,804 2 0	13,878	0 14 3	0 3 10¼	1,18,471 9 3	68,738 6 –	50,883 9 10	3 10 7	105 8 3	The Damdeta amounting to *Mds.* 2,601. 20. 13¼.
Jhejwah - -	9,191 16 0	14,280	0 12 17	0 2 11¼	82,891 1 10	62,394 7 –	22,951 2 9	1 9 8	58 4 –	
TOTAL - -	32,085 16 –	47,752	*0 13 8	0 3 3¾	3,47,466 6 2	2,22,850 3 –	1,30,147 14 11	*2 11 7	—	*Or *Rs.* 3. 9. 9. per beegah.

Three years' average outlay per beegah on the part of Government, *Rs.* 13. 3. 3. 4.

Allegunge, Sub-Deputy Opium Agency,
12 June 1860.

(signed) *J. G. Pughe,*
Officiating Sub-Deputy Opium Agent.

(B.)

1. KOTEE.	2. Number of Khattas.	3. Average Number of Amaneet per Khatta.	4. Average Cultivation per Khatta.	5. Total Value of Opium, Leaves, and Trash.	6. Portion of Amount in Column 5, being Balance due to Khattas by Government on delivery of Opium. Number of Khattas.	7. Amount.	8. Average per Khatta.	9. Balance due to Government by Khattas on delivery of Opium. Number of Khattas.	10. Amount.	11. Average per Khatta.	12. Highest Amount of Balance due by any one Khatta.	13. REMARKS.
1856-57:			*Rs. c. d.*	*Rs. a. p.*		*Rs. a. p.*			*Rs. a. p.*	*Rs. a. p.*	*Rs. a. p.*	
Gopalgunge - -	871	24	16 2 5	1,42,335 9 2	680	61,888 - -	91 - 2	191	4,072 2 10	21 5 1	93 - 1	
Suroel - - -	758	20	13 10 9	1,39,563 12 -	724	76,588 13 7	105 12 6	34	583 13 7	17 2 9	32 4 10	
Jhejwah - - -	541	27	18 3 9	1,14,930 5 11	511	55,435 4 3	108 7 8	30	857 1 4	28 9 1	80 6 4	
TOTAL - - -	2,170	23	15 9 17	3,96,829 11 1	1,915	1,93,912 1 10	101 4 1	255	5,573 1 9	21 9 11	- -	Opium pd. for mds. 2,993. 36. 10.
1857-58:												
Gopalgunge - -	763	27	17 1 3	2,10,922 14 6	747	1,35,329 - 10	181 2 7	16	200 9 4	12 8 7	30 10 1	
Suroel - - -	683	21	14 7 6	1,85,433 5 2	678	1,20,650 7 2	186 12 9	5	61 15 -	12 6 2	22 7 4	
Jhejwah - - -	475	30	18 5 -	1,38,010 4 7	465	82,599 2 4	177 10 1	11	140 3 9	12 11 11	16 9 8	
TOTAL - - -	1,922	25	16 14 12	5,34,366 8 3	1,890	3,44,578 10 4	182 5 -	32	402 12 1	12 9 3	- -	Ditto - ditto 4,049. 8. 8½.
1858-59:												
Gopalgunge - -	759	26	17 4 18	1,40,103 11 1	675	50,313 2 4	83 6 9	84	1,926 13 3	22 15 -	99 8 7	
Suroel - - -	680	20	14 8 7	1,18,471 9 3	611	50,883 9 10	83 4 5	69	1,150 6 7	16 10 9	61 3 7	
Jhejwah - - -	476	30	19 6 4	82,891 1 10	373	22,951 2 9	61 8 6	103	2,454 7 11	23 13 3	83 10 9	
TOTAL - - -	1,915	24	16 15 2	3,47,466 6 2	1,659	1,30,147 14 11	78 7 2	256	5,531 11 9	21 9 8	- -	Ditto - ditto 2,601. 20. 13½.

Allegunge, Sub-Deputy Opium Agency, 12 June 1860.

(signed) *J. G. Pughe,*
Officiating Sub-Deputy Opium Agent.

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(C.)

STATEMENT exhibiting the Average Results of the POPPY CULTIVATION, calculated on the last Twelve Years, viz., from 1847-48 to 1858-59, in the Three Kotees of the Alleegunge Sub-Agency.

1. KOTEES.	2. Average Number of Beegahs Cultivated, calculated on Twelve Years.	3. Average Number of Cultivators.	4. Average Cultivation per Man.	5. Average Opium Produce per Beegah.	6. Average Value of Opium, Leaves, and Trash.	7. Average Amount in Column 6, advanced prior to delivery of Opium.	8. Average Amount Payments at delivery of Opium, and final Adjustment.	9. Average per Cultivator on Account in Column 8.	10. Highest Amount paid to any One Cultivator in Column 8.	11. Additional Columns. Average Outlay per Beegah by Govt. during the Twelve Years, as per Columns 2 and 6.	12. Additional Columns. Average Outlay per Beegah, calculating at present Price of Opium, viz., 4 Rupees per Seer.	13. REMARKS.
			Rs. c. d.	*M. s. c.*	*Rs. a. p.*	*Rs. a. p.*	*Rs. a. p.*	*Rs. a. p. k.*		*Rs. a. p. k.*	*Rs. a. p. k.*	The price paid per seer for the drug varied in the following years :—
Gopalgunge -	12,068	15,818	0 15 5	0 5 4½	2,26,369 8 4	93,800 – 5	1,33,260 13 1	8 6 9 10	- - -	18 12 1 11	—	*Rs. a.*
Suroel - -	8,931	11,997	0 14 17	0 5 11½	1,78,906 4 7	69,698 4 3	1,09,565 7 10	9 2 1 9	- - -	20 – 6 3	—	From 1847-48 to 1850-51 - 3 10
Jhejwah - -	8,241	12,359	0 13 7	0 5 5½	1,55,429 12 11	62,920 2 8	93,104 13 –	7 8 6 8	- - -	18 13 9 4	—	From 1851-52 to 1854-55 - 3 8
												From 1855-56 to 1858-59 - 3 4
TOTAL - -	29,240	40,174	* 0 14 11	† 0 5 7	†5,60,705 9 10	2,26,418 7 4	3,35,931 1 11	*8 5 9 9	An accurate return would involve muchtime and labour	19 2 9 15	22 – 8 15	Average Dumdeta on the Twelve Years - - *M. s. c.* 3,979 22 13½

* Or *Rs.* 10. 10. 6. per Beegah.

N. B.—† I would beg attention to the results shown in Columns 5 and 6 in comparison with the same Columns in Statement A., as also to the two additional Columns in this Statement, Nos. 11 and 12, as compared with average outlay of 1856, 1857, and 1858.

Alleegunge, Sub-Deputy Opium Agency, 12 June 1860.

(signed) *J. G. Pughe,* Officiating Sub-Deputy Opium Agent.

(D.)

STATEMENT exhibiting the Results of the POPPY CULTIVATION to the Cultivators after delivering their Opium, calculated on the Returns of Twelve Years, viz., from 1847-48 to 1858-59, in the Three Kotees of the Alleegunge Sub-Agency.

1. KOTEES.	2. Average Number of Khattas, calculated on 12 Years.	3. Average Number of Assamees per Khatta.	4. Average Cultivation per Khatta.	5. Average Value of Opium, Leaves, and Trash.	6. Average portion of Amount in Column 5, being Balance due to Khattas by Government after delivery of Opium. Average Number of Khattas.	7. Average Amount.	8. Average per Khatta.	9. Average Balance due to Government by Khattas after delivery of Opium. Average Number of Khattas.	10. Average Amount.	11. Average per Khatta.	12. Highest Amount of Balance due by any one Khatta during Twelve Years.	13. REMARKS.
			Rs. c. d.	*Rs. a. p.*		*Rs. a. p.*	*Rs. a. p.*		*Rs. a. p.*	*Rs. a. p.*		
Gopalgunge - - -	680	23	17 14 19	2,26,369 8 4	648	1,33,260 13 1	205 10 4	32	691 5 2	21 9 8	—	
Suroel - - - -	621	19	14 6 –	1,78,906 4 7	609	1,09,565 7 10	179 14 6	15	357 7 6	23 13 3	—	
Jhejwah - - - -	430	28	19 3 –	1,55,429 12 11	410	93,104 13 –	227 1 4	20	595 2 9	29 12 1	—	
TOTAL - - -	1,734	23	16 19 4	5,60,705 9 10	1,667	3,35,931 1 11	201 8 3	67	1,643 15 5	24 8 7	—	

Alleegunge, Sub-Deputy Opium Agency, 12 June 1860.

(signed) *J. G. Pughe,* Officiating Sub-Deputy Opium Agent.

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Hathchitta attached to License.

Number of Khatta.	Name of Kotee.	Name of Mouza and Purgunna.	Name of Khattadar.	Quantity of Land settled.	Date on which License was granted.

License granted for cultivating Poppy and manufacturing Opium.

1. I grant to you and the *assamees* in your *khatta* permission to cultivate beegahs of poppy for the manufacture of opium, agreeably to the conditions made in the *ikrarnama* this day delivered by you and your *assamees*.

2. That it is incumbent on you and your *assamees* properly to prepare the whole of the land and cultivate poppy in it, and take due care of the cultivation.

3. That you and your *assamees* shall not sow any other crop with the poppy.

4. That whatever quantity of opium may be produced in the above lands, you and your *assamees* will properly treat it and deliver the whole of it without dew or *pussewa*, or the admixture of foreign ingredients, within a certain period to be fixed by me prior to the weighments under the penalty laid down in Section XIX. of Act XIII. of 1857, and have it weighed and *purrukhed*, each parcel separately, in my presence, and should you have any objection to my *purrukh*, you will be at liberty to take your opium with my certificate to the Sudder Factory to have it *purrukhed* and weighed there, or can have it sent separately through this office for that purpose.

5. That whatever quantity of opium may prove to be of 70 consistence, the value of that quantity will be paid to you and your *assamees* at the rate of three rupees four annas per seer of 80 *tolahs*, and that whatever quantity of opium may be of more or less consistence, the value of that quantity will be paid to you and your *assamees* at the above rate as per Sudder Godown receipt.

6. That this day rupees have been advanced to you, and from time to time as may appear to me necessary other advances will be paid to you and your *assamees* for cultivation of the poppy, and you and your *assamees* shall share the same among yourselves according to your respective dues, but the responsibility of the whole will rest with you, the *khattadar*. That after getting the receipt from the Sudder Godown, the entire value of the opium as per rates mentioned in the 5th paragraph will be paid to you and your *assamees* after deducting the sums which may have been advanced to you.

7. That should any balance fall due on your *khatta*, it will be realised from your own and your surety's property.

8. That you and your *assamees* will do nothing knowingly or surreptitiously in opposition to Act XIII. of 1857.

9. That from the poppy leaves and poppy trash which may be produced in your fields, you will deliver any quantity that may be indented for upon you, the value of which will be paid to you by Government at the rates noted below:—

Poppy Leaves.

1st sort	*Rs.* 10	per maund.
2d sort	„ 7	„
3d sort	„ 5	„

All the above three sorts of Leaves received at this Sub-Agency after the 31st of May at five rupees per maund.

Poppy Trash - - - - - - - - - *Rs.* - 4 - per maund.

(signed) *R. N. Farquharson*,
Opium Agent.

From *R. N. Farquharson*, Esq., Opium Agent of Behar, to the Rev. *L. F. Kalberer*, dated Patna, 24 April 1859.

My dear Mr. Kalberer,

In a recent pamphlet entitled "God's voice from China," I see a passage about opium which is so utterly untrue, and unfounded, that I feel called on to give it public contradiction, and to this end I beg to crave your assistance. You have been many years in this part of the country, striving earnestly to propagate the blessed truths of the Gospel among all classes, and must be perfectly acquainted with the effects of the opium cultivation on the people of these districts. Kindly let me know your opinion on the following passage:—"Here, where it is manufactured, as might be expected, it is eaten by the miserable ryot or native farmer, who, ground to the earth by fiscal oppression, consumes it to forget in its delirious visions, his misery, while countless hosts of Government spies and native sub-collectors of opium revenue all fall victims to its deleterious power."

My belief is, that the opium cultivator is neither a miserable ryot, ground in any way by fiscal oppression, nor does he, except in very rare instances, ever indulge in the use of opium. The countless hosts of spies and sub-collectors of opium revenue do not exist, so that there can be no question as to the falsity of this part of the assertion. A line from you, however, regarding the general state

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Appendix, Part II.

of the poppy cultivators, and the conduct of the Government officials employed in the department, will be valuable, and more reliable, probably, than anything I myself might be able to write on the subject.

Yours, &c.
(signed) *R. N. Farquharson.*

From the Rev. *L. F. Kalberer* to *R. N. Farquharson*, Esq., Opium Agent of Behar, dated 27 June 1860.

My dear Sir,

I beg to acknowledge your letter, dated the 24th April, in which you ask my opinion concerning the following paragraph appearing in a pamphlet called "God's Voice from China," namely, "Here, where it (opium) is manufactured, as might be expected, it is eaten by the miserable ryot or native farmer, who, ground to the earth by fiscal oppression, consumes it to forget in its delirious visions his misery, while countless hosts of Government spies and the native sub-collectors of opium revenue all fall victims to its deleterious power." Whether the ryots eat the opium is a matter I and my fellow labourer, Mr. M. Cumby, have often talked about; that we have not found any amongst the cultivators who eat it. To my distinct recollections, I have been preaching the last 18 years at Patna, Gya, and Tehta, alternately to thousands of those who come and bring their opium, but not found any who eat it.

Where the opium is manufactured I have known the last 22 years but one man, whose name I could mention, who was employed in the opium department and addicted to its use; he shortened his life with that and excessive brandy-drinking. None other in that department I have known, either European or native, who used to eat the drug.

As for spies, I never have heard of such a thing, though I have travelled often in these districts; indeed what use would they be. As far as I know, there are *zillahdars* one to from 10 to 15 villages, and in each village, from one to three *khattadars*, who keep a certain amount.

There may be spies in the abkaree department in large towns. I have heard of such a thing, but am not certain of the facts, that the ryots should not smuggle it; if there are, notwithstanding it is smuggled, which enables the poorer class to eat it.

I may here be allowed to subjoin some common conversations which we often had with the ryots, as they often have sat with us for hours, and naturally religious conversations are first, but others are also introduced, for instance:—

Why do you sow opium?—Because it enables me to pay my land rent and do other business with the money as we get advance, which is very convenient.

How much is the produce of a good beegah of land by sowing opium?—From between 40 to 60 rupees; but when it fails, we are losers.

Do you sow it willingly?—Because the Government wishes us to do so.

Are you compelled to sow it?—Yes.

By whom?—By the zemindar, and sometimes by the *zillahdar*.

Why?—He gets his land rent easily, and is profitable to him.

But can you not give it up when you like?—Yes, but I do not like to give it up, because the advances are very convenient, and we have not to pay interest of that money.

What is done to those who mix something with the opium?—It is confiscated, and those ryots will not be allowed in future to sow any opium.

How long are they prohibited to sow again?—This depends on the gentleman; if the ryot goes after a year or two, and begs and prays that his fault might be forgiven, and promises that in future he will not do so again, then he is allowed again to sow it. Others again—

Are you compelled to sow opium?—Yes.

If you were not, would you not sow?—No.

Last February we were at Gya, one of our cartmen's brother became our watchman; often these men praised their zemindar very much for his kindness and care of his ryots,—a very rare thing. Some years ago he ordered all his ryots of about 20 villages to cease opium cultivation; they obeyed his order.

Well, and did the officials interfere with his order?—None whatever.

Similar questions we have put to the people, and such various and conflicting answers we have received. What we have observed is, that the majority would have been very sorry if they had to give up the sowing of it. This year we have seen a greater disposition amongst many to give up the cultivation.

Although the above statement will bear out every investigation, and the Behar ryots have benefited by this drug, I am no advocate for it, having seen in Patna the ill effects of it amongst the Mahomedans; those particularly who smoke it become miserable creatures in no time; they become useless to God and men; their very offspring, if they have any, are known by their miserable appearance that their fathers were opium smokers. Those who eat it and have plenty of antidote at their command, become not soon miserable in their body, but they become drowsy, and whilst you are talking with them, they will nod with their heads, and shut their eyes. It is often painful to talk to such persons; hence having seen their effects, not amongst the ryots who cultivate it, but chiefly amongst the Mahomedans, hence I cannot do otherwise, but give my decided disapprobation.

I have, &c.
(signed) *L. F. Kalberer,*
Missionary.

P. S.—You are at liberty to use this letter or statement as you like.

(signed) *L. F. Kalberer.*

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EXTRACT from a Letter from *G. Drummond*, Esq., of Nonsagur Factory, Shahabad, to *R. N. Farquharson*, Esq., Opium Agent, Patna, dated 8 June 1860.

FROM the liberality of the Commissioner in his reports to Government, I am about to become a zemindar myself, and you may depend upon it I shall do my utmost to increase the poppy cultivation by digging wells, &c., and this not only in deference to Government, but for my own interest, for whatever may be said to the contrary, to cultivation pays the ryot so well as poppy, and he can therefore afford to pay a higher rent for such land.

Although not actually in possession, I may mention that I have already commenced digging wells for the purpose of increasing the poppy cultivation.

(A true Extract.)

(signed) *R. N. Farquharson.*
Opium Agent.

STATEMENT showing the Average Produce per Beegah in each District, and of the entire Agency for the last Ten Years.

Seasons.	Tirhoot.	Chuprah.	Allygunge.	Moteharee.	Bettiah.	Shahabad.	Gya.	Tehtah.	Patna.	Bhaugulpore.	Monghyr.	Hajeepore.	Entire Agency.
	Srs. Chs.	*Srs. Chs.*	*Srs. Chs.*	*Srs. Chs.*	*Srs. Chs.*	*Srs. Chs.*	*Srs. Chs.*	*Srs. Chs.*	*Srs. Chs.*	*Srs. Chs.*	*Srs. Chs.*	*Srs. Chs.*	*Srs. Chs.*
1849-50 -	4 1½	6 12	6 1½	6 4½	6 2	6 14½	8 4	8 0½	7 8	5 1½	6 6½	- -	6 1½
1850-51 -	4 1½	6 14½	6 1½	5 5½	6 0	6 5½	6 10	7 6½	6 7½	4 5½	5 5½	- -	5 9½
1851-52 -	4 8½	8 3	5 5	2 14	5 0½	7 10½	8 0	8 4	7 8	4 15	5 15	- -	5 6½
1852-53 -	4 12	8 0½	6 8	5 12	5 15½	8 3½	8 0	7 9½	7 13½	4 6½	5 4½	- -	6 8½
1853-54 -	4 13	8 5½	6 11½	6 1	6 6½	7 5½	7 0	6 6	6 10½	4 8½	5 12½	- -	6 5½
1854-55 -	4 6½	6 7½	5 4½	4 10½	5 0½	7 3½	6 9	7 3	6 14½	3 10½	4 9	- -	5 10½
1855-56 -	3 12½	6 10½	5 4½	4 5	3 13½	7 6½	6 13	6 10	6 15½	3 11½	5 8	- -	5 8½
1856-57 -	2 15	5 9½	3 15½	2 14½	3 2½	5 12½	5 4	5 11½	5 6½	2 14½	4 5	- -	4 5½
1857-58 -	2 14½	6 10½	5 9	5 1½	4 12½	7 4	5 12	6 11½	6 13	4 6½	5 4	- -	5 8
1858-59 -	1 12½	3 9	3 7½	2 15½	2 5½	4 3½	4 12½	5 0	4 5½	- -	4 3½	2 7½	3 9
											GENERAL AVERAGE for last Ten Years	- - -	5 7½

Behar Opium Agency, Patna, 27 June 1860.

(signed) *R. N. Farquharson,* Opium Agent.

No. 3.

From *H. C. Hamilton*, Esq., Benares Opium Agent, to *W. S. Seton-Karr*, Esq., President of the Indigo Commission, Calcutta, No. 237, dated Ghazeepoor, the 9th July 1860.

Sir,

I HAVE the honour to acknowledge the receipt of your letters as per margin, inquiring on behalf of the Members of the Indigo Commission, of which you are President, "what is the practice which prevails in this agency relative to the advances made to the cultivators of the poppy, to the cultivation of the plant, and to the mode in which these advances are adjusted at the close of the season's operations," and requesting to be furnished with clear and specific details on various points.

No. 17, dated 17th May 1860. Demi-official, dated 20th May 1860.

2. In reply, I will do myself the pleasure of answering every question *seriatim*.

Answer 1st. As soon as the season is sufficiently advanced, notice is issued by the *Kotee* or out-factory officers, informing poppy growers that the sub-deputy agent is ready to issue advances for the ensuing season, and to settle with them for their lands: whereupon the *lumberdars* and their cultivators attend at the sub-deputy's office, or at any other place appointed for the purpose, and express their desire to be allowed to enter into engagements, and in some instances petitions to this effect are presented. The sub-deputy is prepared with a number of lithographed or printed forms, and as each *lumberdar* comes forward, he fills up and executes one called a *kabulyat*, by which the *lumberdar* undertakes to fulfil certain conditions clearly set forth in this document, in virtue of having then and there received an advance from the sub-deputy. The *kabulyat* being duly attested, the *lumberdar* receives a *hathchitti* or license to cultivate poppy, and with this license he proceeds to his home. These printed *hathchittis* or licenses are issued annually, and are duly signed and sealed by sub-deputy agents, and registered in their offices. In these *hathchittis* and *kabulyats*, the *lumberdar* describes the land he has engaged to cultivate, and specifies the number of under-cultivators who are to be, as it were, in copartnership with him, &c.

Question 1st. For what periods are contracts to cultivate the poppy usually entered into by the ryots: what is the form of the agreement entered into, and under what formalities is it usually signed?

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Appendix, Part II.

3. No poppy can be grown in the North-Western Provinces without these *hathchittis* or licenses, and opium found without them is confiscated as contraband; or if a field is cultivated without one, it is liable to be ploughed up, and the cultivator to be otherwise dealt with by law.

4. *Lumberdars* retain possession of these licenses, and on them all their transactions with the department are regularly entered, as will be hereafter explained. I submit eight of these documents for examination.

5. Simultaneously, as already stated, with the issue of the license, the *lumberdar* obtains an advance, or, as it is technically called, his first advance. The amount, however, varies according to circumstances: for old and new land a different calculation is made; to an old and respectable *lumberdar*, a higher advance is more often given than to a new cultivator, and so on; but invariably the previous year's produce is carefully taken into account when fixing the amount of advance to be made for the current year.

6. In the Benares division, which includes Mirzapoor, Benares, and parts of Juanpoor, Allahabad, and Ghazeepoor, the advance varies from one to six rupees per beegah; or on land which produced only one seer or less of opium, one rupee only is advanced, and so on, to six rupees the beegah on land which yielded during the previous season six seers or upwards the beegah.

7. In Goruckpoor the advance varies from three rupees to four rupees eight annas the beegah; but the produce is always less in this district, consequently the advance is proportionately smaller. In the other sub-divisions the same rules are observed as in Benares, and the advances are calculated on the same data.

8. Advances are issued twice during the season: the first in September or October, and again in January or February; but this season they will be paid in July and August. Every payment is invariably made in the presence of the sub-deputy agent or his assistant, and occasionally when there is a press of work, by the *mohtomim* or divisional superintendent. All payments are written and attested by the sub deputy agent in English as well as in the vernacular on the *lumberdar's hathchitti*, and the money is distributed by the *lumberdars* among their several under-cultivators, who are all responsible to the department for such advances as may be issued.

9. The first advance, I have observed, is usually regulated on a calculation of the last year's produce, on the position and respectability of the *lumberdar*, or according to the description of his land, whether it is good or inferior. The second advance depends entirely upon the prospects of the growing crop and the coming season, and if proper care is taken at this period, no *lumberdar* should receive more than about two-thirds of the value of the opium he is expected to deliver, hence there is little room for outstanding balances, except of course when the weather is fickle, or a field is injured by hail or a succession of wet weather, or any other calamity happens.

Question 2d. Do the deputy and sub-deputy agents find it imperative to satisfy themselves that the contracting cultivator gives the necessary manual labour to the tillage of the ground, to the cleaning and weeding of the crop, and so forth; and if they do find it necessary to exercise such a supervision over the ryots during the actual cultivation of the poppy, with a view to the protection of the interests of Government, what measures are taken to prevent undue exactions by native subordinates, vexatious interference with the other agricultural pursuits of the cultivators, and generally such minute or harassing inquiries as might tend to make the cultivation irksome and burdensome to the ryot, and to disgust him with the contract?

Answer 2d. Collectors, who are *ex-officio* deputy-agents, are not now-a-days called on to help the department, but the sub-deputy agents with their assistants control it. In this agency there are seven sub-divisions, and they are divided into the home and Chullan circles. The cultivators of the home division deliver their opium at the Sudder factory at Ghazeepoor, and their brethren of the Chullan circle deliver it at convenient stations fixed for the purpose of receiving it from them. The sub-deputies of the several Chullan circles or divisions receive, weigh, and examine all opium brought to them by their cultivators, and they *chullan* or forward it by boats to the Sudder factory, where it is again carefully examined by the opium examiner. The sub-deputies are now held responsible for the genuineness of their drug.

10. The seven sub-divisions of this agency are as follow: the Benares, Ghazeepoor, and Azimghur, forming the home division; the other four, the Chullan divisions.

Division.	Zillahs included in Sub-Deputy Agency.	Number of Assistants.	Number of Mohtomim or Superintendent.	Number of Gomashtas and Koteen.		Number of Mohurrirs and Jemadars.		Number of Zillahdars.
				G.	K.	M.	J.	
Benares	Mirzapoor, Benares, and parts of Juanpoor, Allahabad, and Ghazeepoor	None	1 Native	8	8	10	8	73
Ghazeepoor	Ghazeepoor	Ditto	1 Eurasian	6	6	15	6	60
Cawnpoor	Cawnpoor, Etawah, Furruckabad, Mynpooree, and Shajehanpoor	1 European	1 ditto	6	6	11	6	125
Futtehpoor	Futtehpoor, Banda, and part of Allahabad	None	1 Native	4	4	9	4	47
Azimghur	Azimghur and parts of Juanpoor and Ghazeepoor	Ditto	1 ditto	6	6	17	6	84
Selimpoor	Goruckpoor	Ditto	1 European	6	6	21	–	38
Goruckpoor	Ditto	1 European	1 Native	10	10	27	–	58

11. Each

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11. Each sub-division is again sub-divided into zillahs over which there is a *zillahdar*, and now over two or three *zillahdars* is placed a *mohurrir* or *jemadar*, and over all comes the *gomashta*, the whole forming one *kotee*. There is a register kept of every cultivator in each *zillahdary*, the quantity of land he cultivates, its former produce, &c. The jurisdictions of the *zillahdars* are various, and are usually very extensive, and they are supposed to know everything about their cultivation and cultivators. Except during the period that the *kotee* officers are required at their respective head quarters to issue their advances, or to weigh off their opium, and to settle their accounts, they are usually supposed to be on supervision duty within their respective circles. During the rains, it is their duty to see that the lands are generally kept fallow and tolerably clean; later in the season, to take care that they are well ploughed, the poppy sown, and the lands irrigated; then they must attend to the weeding and cleaning, and after a while, when the flower appears, to the manufacturing of leaves and collection of the juice or opium from the poppy; and, as soon as the collections are over, the *kotee* officers have to watch the cultivators to prevent their playing tricks with their opium, and to make them attend to it, as they are bound to do for their own interest as well as for that of Government. Intermediately, or as soon as the poppy is well up, the cultivation is measured by the *kotee* officers, in order that they may be sure the full quantity of land agreed for is duly cultivated.

12. The cultivation is entirely undertaken and continuously carried on by the cultivators at their own risk, and with their own implements, cattle, &c. The department occasionally assists the cultivators with the loan of a few rupees when they are in difficulty; and when considerable benefit is likely to arise, small sums are advanced (all without interest), to enable cultivators to clean, repair, or build new wells for purposes of irrigation.

13. Sub-deputy agents, their assistants, and *mohtomins* are required to, and they do exercise a general supervision over all the *kotee* officers, their acts and proceedings; they particularly watch their conduct and inquire into the character of each officer during their periodical tours of inspection, which are carried on every cold season, so as to prevent, as far as possible, exactions and vexatious interference with cultivators. They personally see to the payment of every rupee which is given to cultivators; they are always accessible, and they invariably pay prompt attention to all complaints, under the knowledge that a petition to the agent would immediately call for an explanation if they did not in the first instance listen to the cultivators. Mr. Osborne, Sub-deputy of Goruckpore, an officer of 25 years' experience, writes thus on this matter: "They (the sub-deputies), see also that the subordinates perform their duty; they have to hear and redress all complaints that may arise in the event of undue exactions having been attempted, or anything else that may occur. Complaints of exactions, however, are of rare occurrence in this district, because the cultivators receive their money into their own hands from their presiding European officer without the intervention of the lower subordinates at all; they are therefore tolerably secure from exactions of any kind, and the knowledge of the certain visit of the European officers on circuit, when all complaints respecting interference with the agricultural details would at once be heard and be promptly redressed, secures them from any harassing interference that might tend to make them dissatisfied with the cultivation."

14. Every officer of the department furnishes security according to his responsibility; and judging from five years' experience in this agency, I should say that there is now little or no exaction when compared with what was practised 20 or 30 years' since, and there is now no regular cess collected from the cultivators as formerly. Presents or *buxshis* are no doubt occasionally given to the *kotee amla*, but until the customs of the country are changed, this will never be put a stop to in any department of the State. Salaries and emoluments have greatly changed, while ways and means for extorting money no longer exist as in days gone by, when perquisitions into details and grievances were too often and easily passed over. Individuals formerly sought employment in this department to make a fortune in the shortest possible period, and without any compunction; but now-a-days their object is to obtain an appointment and to hold it until they can secure a pension, during which intervening period they hope to secure a competency.

15. No other proof is, I think, necessary to show that the poppy cultivation is popular than the fact that *Koeris*, a peculiar class of Hindoos, almost exclusively devoted to the growth of poppy, year after year, flock to the sub-deputies to enter into engagements; that during the mutinies in many parts of the country they sowed their lands against all the remonstrances of the disaffected, and amid many other difficulties, and that they declined receiving any advances or payment for their drug, until their villages were safe, and the roads open for them to carry their money home.

16. Only of late years, and since the price paid by Government has been reduced, have our cultivators left us, and they did so with reluctance, as poppy under the rates then given was not profitable, other crops fetching such high prices, and no encouragement being held out by the department. But as soon as the price was again raised, the cultivators commenced returning to us, and I donot not all our old lands will once more be cultivated with poppy. The ryots have a confidence in Government which they have not in any other speculator or zemundar, and they feel sure they will be paid promptly by Government, which they are always sceptical about with other parties.

17. Another convincing proof that poppy is a popular cultivation may be instanced by the fact that hundreds of cultivators grow it in the province of Oude, and bring the drug to the Sudder factory at Ghazeepoor, a distance often of 150 miles, in preference to selling it to *ticcadars* and others within their own province. They receive nothing for their produce until they deliver it, and they are crying out for the introduction of our management into their province, so satisfied are they that we deal fairly by them.

Answer 4. In point of fact, there is no way of securing the produce against adulteration. The cultivators are cautioned against adulterating the drug, and if suspicion attaches, the *gomashta* inspects it; but this is seldom had recourse to. Our great safeguard is the knowledge that the departmental officers possess, and the certainty that adulteration is sure to be detected, and if to this be added the heavy punishment of forfeiture of the whole mass, refund of advances, and often prohibition against regrowing poppy, which is considered a very heavy punishment by ryots, the department is pretty well secured against malpractices.

Question 4. How is the produce secured from adulteration, and in whose presence is the amount which each cultivator may bring to the factory weighed and entered in the books, and are receipts given for the same, and, if so, by whom?

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Appendix, Part II.

18. As regards the delivery, weighment, examination, and appraisement of an *assamee's* opium and the subsequent adjustment of his account, two systems, though very nearly similar in their results, are in force in this agency. The *assamees* of the Home Division, as soon as their opium is supposed to be ready for delivery, are warned to attend at the Sudder factory at Ghazeepore on a certain day. Each of the sub-deputies has a day allotted to him in rotation. Each cultivator, in company with his *lumberdar*, brings in his own opium separately to the weighment room, where it is taken out of his earthen vessels, and placed into tin *tagars* or bowls (which have been previously poised and counterpoised by the factory assistants,) and weighed before him. The weight is then called out by a *dandedar* or weighman in the presence of the cultivator, and the quantity is written down in English and Persian registers, by writers seated by the scales, and three tickets are prepared for it. The opium is then passed on with these tickets to the check tables, where invalid sergeants or soldiers are employed to check the *dandedar's* weight on behalf of Government. The weight being correct, the sergeant countersigns, and retains one ticket A., and passes on the *tagar*, together with the other two tickets, to the examiner's table, at which the opium examiner (a medical man) or one of the experienced sub-deputies (in turn) and the native *purkhia* or examiner preside. The apparent quality and consistence of the contents of each *tagar* in succession (and some two or three thousand are examined daily during the busy season,) is here settled by the opium examiner, and written down on both the tickets, B and C, accompanying the *tagar*. A specimen of the opium is then placed in its corresponding bucket (two rows of these buckets being arranged in front of the examiner's table), and the ticket B is put on the file attached to the bucket. The mass of the opium is then passed on with the other ticket C, into the *malkhana* or receiving room, where the opium is registered as per form F, and deposited in *nands* or large boxes numerically arranged for the reception of the various classifications of opium, as they may be specified in the tickets, whether they be of the first, second third, or any other quality above or below $\frac{70}{100}$ degrees, which is the standard consistence of the agency.

19. These proceedings are carried on before all the cultivators of the division, and any one may challenge or object to anything he pleases, as there are European assistants and sub-deputy agents frequently moving about the room to prevent fraud and collusion, and to hear complaints.

20. As soon as the opium has passed from the check table into the *malkhana* it belongs to Government, but its value is not fixed according to the consistence noted down on the tickets B and C at the examiner's table, but it is regulated by the result of the assay of the various specimens which are placed in the buckets, as soon as they are tested on the steam table, as explained below in paragraph 22.

21. The examination at the table is intended more particularly to ascertain that the opium is pure, and if it is found to be adulterated, or is suspected of being so, it is set aside for subsequent inquiry at the examiner's leisure.

22. As soon as a bucket is filled with specimens, it is passed, together with its file of tickets *B*, into the laboratory, where the contents are mixed up into one mass. Three specimens, weighing 100 grains each, are then carefully taken from this mass and dried on plates on steam tables, after which they are weighed by the assay superintendent. The average* of the three specimens settles the assay, and an assay card specifying the result is placed on the top of the file of tickets B, taken from the buckets, so that agreeably thereto every cultivator whose opium has been placed in that bucket may be eventually paid for it at that rate or at $\frac{70}{100}$ consistence.

* Assay of Plate No. 1	-	70° 25
Assay of Plate No. 2	-	70°
Assay of Plate No. 3	-	69° 75
		3)210°
Average consistence	-	70°

And this is marked on the Assay Ticket or Card.

23. In the evening the weighment registers are closed, the totals cast up, and early on the following morning the consistence, as entered on the assay card D, is written off by one of the European assistants on each cultivator's ticket C, received back from the *malkhana* for the purpose, and a corresponding entry is simultaneously made by English and Persian writers before the same assistant in the weighment register H, opposite to each cultivator's name; and as soon as this is done, the sub-deputy agent compares the weight and consistence with the weighment ticket and register, and the assay ticket, and then the calculations for payment are commenced by the *kotee* officers on the one hand, and by the *surbrakar* of the factory and his staff, on the other. In the *Pat. saltamam* registers (I enclose one† for reference,) the gross weight, the *damdeta* or net price to be paid for the opium, the premium to be allowed, and deductions to be made, (according as the opium is above or below the agency standard of $\frac{70}{100}$ consistence,) and calculated agreeably to the assay mark, the scraping allowance payable to cultivators for every one of their pots, after they have scraped them to their heart's contents, the *barburdari* or transit allowance for bringing the opium to the factory, &c., are all calculated and detailed. The *lumberdar's hathchittis* are examined, the factory accounts transcribed upon them, and on the following day the sub-deputy agent of the division pays in his presence to each *lumberdar* the balance which by the account prepared, as I have stated above, is found to be due to him. This done, the *lumberdars* sit down in knots, inside and outside the factory, and adjust their accounts with their under-cultivators, the details on the *kuthchitti* being sufficient for them to explain each individual's accounts to him, every advance including the final payment having been made in the presence of the sub-deputy agent or his assistant, and the weighment of the *assamees'* opium, in their own presence.

† Marked N.

24. Mr. Osborne describes the system which is in force in the Chullan divisions as follows:—

"In the distant agencies the produce is always weighed in the presence of the sub-deputy agent or his European assistant, and the correctness of the weighments is tested by a second weighment before being sealed up and despatched to the Sudder agency, where the produce is again finally weighed, scrutinized, tested, appraised, and on the result being ascertained and forwarded to the district officer from the Sudder agency, the final settlement of accounts and payments of balances due to cultivators is always made in the presence of the sub-deputy agent or his European assistant, and by them registered in English at the time. The money is paid into the hands of the recipient alone. The opium is weighed invariably in the presence of the owners and competent witnesses, who never lose sight

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sight of the same until the jar is closed and sealed up before them. Receipts for the opium are always given to the owners of the drug at the time of weighment, each receipt being signed by the presiding European officer in charge. The weight of each person's opium is then and there registered into two separate books, prepared for that express purpose; one of which books is in the Urdu and the other in the Hindi character; an attested copy of the same is then given to the proprietor of the opium by way of receipt, as already stated above."

25. There may be a little variation in the practice at the several sub-agencies, but the main object is carried out by all, viz., *every lumberdar* is paid his dues by the sub-deputy or his assistant; his opium is invariably weighed, examined, and valued in his own presence, and before the sub-deputy agent, and as soon as it is delivered, he is paid 14 annas out of the rupee, then and there, the other two annas being adjusted on return of the receipts and appraisement papers from the Sudder factory and this office.

Answer 5th. This question has been already disposed of by the answers given to questions 3 and 4. Of course the sub-deputies do their utmost to prevent the money, which is paid in their presence to *lumberdars* and *assamees*, being in any way touched by their *kotee* or Sudder officers, and if any portion should be misappropriated or taken away from them by force (*zubordusti*), the consequences are well known, and the delinquent would be immediately fined and dismissed the service of Government. I confess I do not think the *assamees* give away a great deal now-a-days, and if they are hard pressed, they are fully alive to their own interests to apply for redress and represent their grievances either to the sub-deputy or to me, as I am daily at the factory for several hours, and am always accessible.

Question 5th. At the conclusion of the season's operation, how and where are the cultivators paid? And do the authorities take any means to prevent the lawful gains of the contractors from being misappropriated by the underlings of the various offices?

Answer 6th. We have seldom any balances, and our cautious system of issuing advances pretty well protects us against any such misfortune. If hail or storms destroy crops, we often remit the balance; if crops do not yield enough to cover the advance, the *lumberdar* has to make good the difference, and he almost invariably does so when his account is adjusted; or if there are any peculiar circumstances connected with his case, he is permitted to enter into a *kisthundi* to pay up the balance within a given period.

Question 6th. What system is pursued with defaulting ryots, or with ryots whose crop is insufficient to clear off the advances?

26. Very few suits have been instituted by sub-deputy agents against defaulters during the five years I have been here, and Mr. Osborne, sub-deputy of Goruckpore, writes: "That in the course of his 22 years' experience in the Goruckpore district, he has never once had occasion to sue a defaulter for arrears of balances in any court of law, although close upon one crore and a quarter of rupees have passed through his hands in his district." We have of course the power of suing under the regulations and Acts of Government, but we can do without it.

Answer 7th. It is found next to impossible to prepare a trustworthy statement showing the gains and losses of opium cultivators during any series of years, and as the entire records of some of the sub-divisions were destroyed during the mutinies, the difficulties in the way of preparing such statements are greatly enhanced, but as you have in your demi-official note of the 26th May modified your call, I have endeavoured to prepare a statement marked (A.) which will, I trust, suffice for your purpose.

Question 7th. In connexion with this part of the subject, the Commission would be glad to have certain statements exhibiting the results of the operations with contractors in each factory of the agency as follows:—

Statement I. showing the gross number of ryots who had gained on the whole season, the average amount of the gains of such ryots, and the highest amount gained by any one ryot in each factory.

Statement II. showing the number of ryots who had lost, with average amount of their losses, and the greatest loss in any one instance in each factory.

Statement III. showing the number of ryots who had defaulted, and the number of suits instituted for the recovery of balances against such defaulters in each sub-division.

27. Our largest division is no doubt Goruckpore, and I subjoin Mr. Osborne's remarks upon the foregoing question, as they are a good deal to the point. He states that "on account of most of the office papers having been destroyed by the rebels in 1857, there is great difficulty, if not an impossibility, in arriving at correct data on the subject required in this paragraph. Again, the extent of actual profit or loss can only be known to the ryots or *assamees* themselves, and they are never over desirous of speaking out too openly on the subject of their gains, and it is at the same time almost equally impossible to arrive at a correct estimate of the actual cash expenses per beegah for cultivating their lands, because they seldom, if ever, pay in ready cash for agricultural labour. Neighbours and relatives mutually assist each other in most of the manual operations of the season. Land rent is the chief yearly item in their cash payments, and may be estimated at from three to four rupees per agency beegah. Implements must of course be had, but they are of the most primitive nature, and, once prepared, will last for years. The purchase of cattle occasionally occurs, and the cash would have to be spread over many years also. It is much more advantageous to the poppy cultivator to have a large family than a smaller one, as the services of every member of the same, down to those about four or five years of age, are available in every stage of the cultivation; it is only for a few hours daily that their labour in the field is more especially needed in the poppy cultivation. Were a capitalist to engage in such a cultivation, and pay in cash for the labour of each individual so employed, he would most likely find it a losing speculation. Again, the average of produce varies so much with variations of seasons and peculiarities of the soil in different parts of the district, that it is difficult to arrive at a correct average result. In 1849-50 the general average of my entire division was close upon seven seers of standard opium per beegah, the money value of which, including produce of the leaves and seeds, was *Rs.* 25. 9. 5½ per beegah, which is the highest on record for this sub-division. In other districts it is often much higher. For the last few years the average returns (annual) in this division has not exceeded *Rs.* 13. 13. 5. per beegah, but as higher prices have been lately sanctioned, I fully expect the prospects will soon mount up to the higher figure gained in former years."

28. Mr. Osborne has, however, prepared three statements, and they will be found marked (B.) (C.) and (D.); although they cannot be relied upon as absolutely correct, "the data," says Mr. Osborne, "given in all the columns, except in No. 8 of statements I. and II., are from official sources. The supposed

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Appendix, Part II.

supposed amount expended in cultivating (column 8) is assumed only by the *gomashtas*, and possibly over-rated. I think but few cultivators would lay out so much in hard cash for the purpose; their rural transactions being mostly in kind, and the cash value of which it is next to impossible to ascertain with precision."

29. Mr. Wilson, whose division extends over several zillahs, observes that "it is not very easy to ascertain with accuracy the profits which the cultivators realise from the poppy cultivation, as there is little money disbursed except for the payment of land rent; but judging from the facts, that few are found willing to relinquish it, although freely allowed to exercise the option of doing so; that unliquidated debts do not exist; and that, notwithstanding the most calamitous circumstances, when the whole of the fields have been destroyed by the visitation of a hail storm, the advances have invariably been honestly returned, law-suits for their recovery being unknown, and the people found ready to enter into renewed engagements, it may fairly be assumed that the advantages derived are not of a very common character; whilst the comfortable dwellings and homesteads, the numerous cattle, the good clothing, and, generally, the easy circumstances of the people who belong to the class which most largely engages in the production of opium, which are everywhere observable, fully testify to the beneficial effects of their connexion with the Government."

30. Mr. Wilson has prepared a statement, and though it does not exactly supply the information called for by you, it may nevertheless be acceptable. A transcript is subjoined.

Seasons.	Total Land Cultivated.	Total Standard Produce.	Amount of Advances.	Quantity of Land producing less than three Seers per Beegah.	Quantity of Land producing more than three Seers per Beegah.	Amount of unliquidated Advances.	Amount of Final Payments.	Remarks.
	B. b. d.	*M. s. c.*	*Rs. a. p.*	*B. b. d.*	*B. b. d.*	*Rs. a. p.*	*Rs. a. p.*	
1853-54 -	17,736 4 –	3,529 – 9	2,32,551 13 5	17,252 18 –	483 6 –	678 8 2	2,73,021 11 6	Balance realised in full. No law-suits for recovery instituted.
1858-59 -	13,561 9 –	1,619 27 7¼	1,36,019 5 8	11,351 5 –	2,210 4 –	2,313 5 4	90,654 6 –	
1859-60 -	13,205 8 –	1,939 28 9½	1,29,545 14 9	12,347 7 –	858 1 –	227 7 2	1,53,769 14 6	
Total -	44,503 1 –	7,088 16 9½	4,98,117 1 10	40,951 10 –	3,551 11 –	3,219 4 8	5,17,465 13 –	

33. As requested, I do myself the pleasure of annexing copies of reports as per margin,* from Messrs. Osborne and Wilson, being the two officers who were particularly consulted by me.

I have, &c.
(signed) *H. C. Hamilton*,
Agent.

From *Thomas Wilson*, Esq., Sub-Deputy Opium Agent, Benares and Mirzapore, to *H. C. Hamilton* Esq., Benares Opium Agent, Ghazepore, No. 37, dated 6 June 1860.

Sir,

I have the honour to acknowledge the receipt of your letter, No. 26, dated the 21st instant, annexing a copy of a communication from the President of the Commission appointed to inquire into the system of indigo planting in Bengal, and directing me to furnish the information applied for.

In compliance with your instructions, I will endeavour to explain the characteristics of the system which is in operation in the home divisions of the Benares opium agency, *i. e.*, in the districts of Ghazeepoor, Azimghur, Jounpoor, Benares and Mirzapore, in the arrangements which are made for the production of the opium provision, and of the relations which exist between the cultivators and the Government.

1st. With regard to advances, it is a strict rule in this department that no person shall be compelled unwillingly to accept advances, or to enter into engagements to cultivate the poppy. It is entirely optional with every individual to renew his agreement or to relinquish the cultivation altogether.

2d. Agreements are made with one or more persons called *lumberdars*, who execute engagements and accept advances on their own account as well as on behalf of certain other under cultivators, who are their co-partners in the undertaking.

3d. The engagements or *kabulyats* set forth clearly the terms and conditions on which the cultivators are permitted to engage in the undertaking; these are executed by the *lumberdars* on behalf of themselves and their sub-cultivators, whose names are inserted in the document; it provides that a stipulated quantity of land shall be brought under cultivation, the whole of the produce obtained from it be punctually delivered at the opium factory at Ghazeepoor, in a pure and unadulterated state of a fixed standard consistence, and a fixed price. It also declares the penalties which attend any default or evasion of the terms of the contract; a counterpart of this document called a *hathchitti*, signed by an authorised officer, and bearing the official stamp, is given to the *lumberdar*, who holds it as a license to engage in the poppy cultivation.

4th. The

* From Mr. G. Osborne, sub-deputy agent of Gorruckpore, No. 132, dated 31 May 1860.
From T. Wilson, sub-deputy of Benares, No. 37, dated 6th June 1860.

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4th. The amount of the advance given to a *lumberdar* is regulated by a scale which proportions it to the average quantity of opium produced by the land in the previous seasons: thus, on land which produced only one seer or less, one rupee only is advanced, and so on to six rupees per beegah on land which yielded six seers and upwards. On new land an advance to the extent of six rupees per beegah may be given, if circumstances seem to justify the grant. The lands most suitable for growth of poppy are not always changed, but are often cultivated year after year; inferior land requires to be changed and to be allowed to remain fallow during the rainy season. The advances are paid in the presence of the sub-deputy agent twice during the year; the first payment occurs when the agreements are executed, the second in February, when the prospects of the cultivation may be judged of with some approach to accuracy; by this means, the cultivators seldom receive in advance more than two-thirds of the value of the opium which their land may fairly be expected to produce, consequently outstanding balances rarely occur, except when they are the effect of calamity and unusual vicissitudes of weather.

5th. The cultivation is undertaken and carried on entirely by the cultivators themselves, with their own agricultural implements, and at their own risk; supervision is exercised over them through the medium of *gomashtas* and an establishment of *zillahdars*. It is the duty of the *gomashta* to measure the land that has been sown, to satisfy himself that it corresponds with the quantity under engagement; he is also expected to watch the progress of operations, and see that irrigation and weeding are carefully attended to, and after the produce has been collected, and whilst it remains in the hands of the cultivator, he must inspect it to form an estimate of the probable quantity of the provision, and to check attempts to adulterate the drug. The sub-deputy agents and their assistants exercise a general supervision over the whole of the operations: they watch the conduct of subordinate officers to prevent vexatious exactions; they personally attest every payment, and see that the cultivator is in every respect fairly dealt with, and they are expected to be readily accessible and to pay immediate attention to every complaint that may be brought before them.

6th. When the opium is found to be ready for delivery at the factory at Ghazeepoor, the cultivators are warned to be in attendance with the produce of their fields for weighment; the quantity belonging to each individual cultivator is separately weighed and valued by the opium examiner, and the result, quantity as well as quality, is entered on the *hathchitti*, so that each person may readily ascertain what he has earned; the accounts are adjusted without delay, and two days after the opium has been weighed, the cultivators receive their final payments in the presence of the sub-deputy agents. In the home divisions all these operations are completed during the month of May.

7th. It is not very easy to ascertain with accuracy the profits which the cultivators realize from the poppy cultivation, as there is little money disbursed, except for the payment of land rent; but, judging from the facts that few are found willing to relinquish it, although freely allowed to exercise the option of doing so; that unliquidated debts do not exist; and that, notwithstanding the most calamitous circumstances, when the whole of the fields have been destroyed by the visitation of a hail storm, the advances have invariably been honestly returned, law suits for their recovery being unknown, and the people found ready to enter into renewed engagements, it may fairly be assumed that the advantages derived are not of a very common character; whilst the comfortable dwellings and homesteads, the numerous cattle, the good clothing, and, generally, the easy circumstances of the people who belong to the class which most largely engages in the production of opium which are everywhere observable, fully testify to the beneficial effects of their connexion with the Government.

8th. The following statement, prepared for three years, will indicate the general results of the annual operations, and will perhaps enable the Commission to form an opinion of the advantages which cultivators derive for undertaking the cultivation of the poppy.

I have, &c.

(signed) *Thomas Wilson*,
Sub-Deputy Opium Agent.

Season.	Total Land Cultivated.	Total Standard Produce.	Amount of Advances.	Quantity of Land producing more than three Seers per Beegah.	Quantity of Land producing less than three Seers per Beegah.	Amount of unliquidated Advances.	Amount of Final Payment.	Remarks.
	B. b. d.	*M. s. c.*	*Rs. a. p.*	*B. b. d.*	*B. b. d.*	*Rs. a. p.*	*Rs. a. p.*	
1853-54 -	17,736 4 –	3,529 – 9	2,32,551 13 5	17,252 18 –	483 6 –	678 8 2	2,73,021 11 6	Balances realised in full. No law-suits for recovery instituted.
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1859-60 -	13,205 8 –	1,939 28 9½	1,29,545 14 9	12,317 7 –	858 1 –	227 7 2	1,53,789 11 6	
Total -	44,503 1 –	7,088 16 9¼	4,98,117 1 10	40,951 10 –	3,551 11 –	3,219 4 8	5,17,165 13 –	

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STATEMENT (A.)

SHOWING the Gross Number of Ryots (Assamees) who have gained on the whole Season, the Average Amount of the Gains of such Ryot, and the Highest Amount gained by any one Ryot in each Factory, for the three years 1856-57, 1857-58, and 1858-59.

1. DIVISION.	2. Years.	3. Total Average Produce of the Season.	4. Gross Number of Ryots who have gained the Average Amount in the whole Season.	5. Average Produce of the Season, for Column 4.	6. Highest Produce attained by any one Ryot.	7. Price of the Opium at *Rs.* 3-4 per Seer of Seed and Leaves of Column 6.	8. Supposed Amounts expended in the Cultivation.	9. Profit gained with reference to Column 6.
		M. s. c.	*Cultivators.*	*M. s. c.*	*M. s. c.*	*Rs. a. p.*	*Rs. a. p.*	*Rs. a. p.*
Goruckpoor -	1856-57 -	– 3 9½	130	– 6 13½	– 10 4	40 14 6	13 9 –	27 5 6
Ditto - -	1857-58 -	– 4 4¾	120	– 6 11½	– 10 –	41 8 –	14 3 –	27 5 –
Ditto - -	1858-59 -	– 2 3½	107	– 4 12½	– 7 7	28 2 9	10 12 10	17 5 11

REMARKS.

The amounts in Columns 4 and 6 belong to individual cultivators, both *lumberdars* or under-*assamees*. I procured a number of cases from each *kotee*; from one, 18 cultivators, from another 10, and so on. The aggregate number of *lumberdars* or other *assamees*, whose accounts are given, is 130 for 1856-57, &c. &c.

The cultivation in Column 8 is given me from all the 10 *gomashtas* of my Division as the average of 130 beegahs cultivated by the same number of *lumberdars*, &c.; and is thus explained, *viz.*:—

	Rs. a. p.
Twenty ploughings* at three annas each - - - - - - - - -	3 12 –
Three weedings, by 18 people, at one anna each - - - - - - - -	1 2 –
Four waterings, by 32 people, at one anna each - - - - - - - -	2 – –
Collection, by 32 people, at one anna each - - - - - - - -	2 – –
Land rent and *aries*, from three to four rupees - - - - - - -	4 – –
Seed from two to two and a half seers, at 12 seers per rupee - - - - -	– 3 –
Share of well expenses, preparing leaves, rope, &c. &c. - - - - -	– 8 –
Per Beegah - - *Rs.*	13 9 –

The above is the average cost, but the 10 *gomashtas* vary in their estimates, thus:—

	Rs. a. p.
1 *Gomashta's* estimate, at *Rs.* 11 - - - - - - - - - - - - -	11 – –
1 Ditto - - - 12 - - - - - - - - - - - -	12 – –
4 Ditto - - - 13 - - - - - - - - - - - -	52 – –
2 Ditto - - - 14 - - - - - - - - - - - -	28 – –
1 Ditto - - - 14-8 - - - - - - - - - - - -	14 8 –
1 Ditto - - - 18 - - - - - - - - - - - -	18 – –
Divide by 10 - -	135 8 –
Average per beegah - - - - - - - - - - - - -	13 9 –
But I have given the average - - - - - - - - - - - -	3·36

The profit shown in Column 9, of Statement (I.), is that of one individual only; it is all his own, at his own disposal, and not divisible amongst any of his under or other cultivators.

* This includes also sowing, harrowing, terracing, and manuring.

Benares Opium Agency, Ghazepoor, 9 July 1860.

(signed) *H. C. Hamilton*, Agent.

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STATEMENT (B.)

SHOWING the Number of Ryots (Assamees) who had Lost, with the Average Amount of their Losses and the greatest Loss in any one instance in each Factory, for the Three Years 1856-57, 1857-58, and 1858-59.

1. Division.	2. Years.	3. Total Average Produce of the Season.	4. Total Number of Ryots who have lost or not recovered Outlay.	5. Average Produce of the Season for Column 4.	6. Lowest Produce attained by any one Ryot.	7. Price of the Opium Seed and Leaves.	8. Supposed Amount expended in the Cultivation.	9. Loss to Ryot with reference to Column 6.	10. REMARKS.
		S. C.	*Cultivators.*	*S. C.*	*S. C.*	*Rs. a. p.*	*Rs. a. p.*	*Rs. a. p.*	
Goruckpoor -	1856-57	3 9½	86	1 4	0 6	3 2 –	9 8 –	6 6 –	The term Ryot means *Lumberdar* or *Assamee*, or both.
Ditto -	1857-58	4 4¾	139	0 15	0 8	2 8 3	8 12 –	6 3 9	Rebellion all over the division in this year.
Ditto -	1858-59	2 3½	239	0 14	0 11	3 – 9	8 12 –	5 11 3	Season very unfavourable.

The loss in Column 9 is supposed to be on one beegah. The cultivation charges given by the *gomashtas* is the average of the number of cases given in Column 4, but they vary also in amount: the lowest being stated at four rupees, the highest at 13 rupees per beegah.

Benares Opium Agency, Ghazeepoor,
9 July 1860.

(signed) *H. C. Hamilton*, Agent.

STATEMENT (C.)

SHOWING the Number of Ryots who had defaulted, and the Number of Suits instituted for the Recovery of Balances against such Defaulters in each Sub-division, for the years 1856-57, 1857-58 and 1858-59.

1. Division.	2. Years.	3. Lumberdars.	4. Under Cultivators.	5. Total Number of Cultivators.	6. Number of Ryots Defaulters.	7. Number of Suits instituted.	8. Amount of Outstanding all recovered each Season.	9. Total Outlay of the Season for Opium Leaves only.	10. REMARKS.
							Rs. a. p.	*Rs. a. p.*	
Goruckpoor	1856-57	3,949	61,322	65,271	369	none	5,290 – 6	6,63,710 9 11	
Ditto -	1857-58	1,398	4,627	6,025	54	none	176 1 11	64,157 12 6	Rebellion raging fiercely all over this division.
Ditto -	1858-59	3,285	45,919	49,204	752	none	10,992 7 –	2,49,676 9 7	Season very unfavourable, and district yet much unsettled.

Benares Opium Agency, Ghazeepoor,
9 July 1860.

(signed) *H. C. Hamilton*, Agent.

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No. 4.

ESTIMATED EXPENSE of cultivating One Beegah Poppy, and Value of its Produce. High Culture, irrigated.

EXPENSE.	Rs.	a.	p.
Rent	12	–	–
Ploughing 20 times, at four annas	5	–	–
Laying out terraces and sprinkling manure	–	8	–
Hoeing and weeding	1	8	–
Watering 15 times, including a man to work in the terraces	4	1	–
Gathering, including the cutting and collecting, 80 labourers at one anna each	5	–	–
Maintenance of *khattadars* and miscellaneous expenses at time of taking advances, &c.	1	8	–
Five seers seed	–	6	–
Profit, say	19	9	–
Total — — *Co.'s Rs.*	49	8	–

VALUE OF PRODUCE.	Rs.	a.	p.
Ten seers opium, at three rupees eight annas	35	–	–
Two and half maunds of poppy seed, at two rupees	5	–	–
Net proceeds of eight maunds of marrooa	7	–	–
Value of poppy stalks	–	8	–
Garlic and vegetables removed during cultivation	2	–	–
Total — — *Co.'s Rs.*	49	8	–

This estimate does not include any allowance for stock, implements of husbandry, nor other miscellaneous expenses, a share of which should of course be put upon the beegah of poppy land under consideration; nor does it comprise poppy leaves and trash, which are not, however, sufficiently remunerative to affect much the general result as regards profit and loss. Leaves and trash upon the average, I believe, barely pay the labour employed in their production.

(signed) *C. Hollings*, Sub-Deputy Opium Agent.

ESTIMATED EXPENSE of cultivating One Beegah Poppy, and Value of its Products. Low Culture, irrigated.

EXPENSE.	Rs.	a.	p.
Rent	6	–	–
Ploughing 12 times	3	–	–
Terracing and spreading and top dressing	1	–	–
Watering 10 times	2	12	–
Gathering, including cutting and collecting, 48 labourers	3	–	–
Maintenance of *khattadars* and miscellaneous expenses at time of taking advances, &c.	1	8	–
Cost of five seers seed	–	6	–
Profit, say	11	12	–
Total — — *Co.'s Rs.*	29	6	–

VALUE OF PRODUCE.	Rs.	a.	p.
Five seers opium, at three rupees, eight annas	17	8	–
Two maunds poppy seed at two rupees	4	–	–
Net proceeds of eight maunds marrooa	6	–	–
Value of poppy stalks	–	6	–
Ditto of garlic and vegetables weeded out in the course of cultivation	1	8	–
Total — — *Co.'s Rs.*	29	6	–

This estimate does not include any allowance for stock, implements of husbandry, nor other miscellaneous expenses, a share of which should of course be put upon the beegah of poppy land under consideration; nor does it comprise poppy leaves and trash, which are not, however, sufficiently remunerative to affect much the general result as regards profit and loss. Leaves and trash upon the average, I believe, barely pay the labour employed in their production.

(signed) *C. Hollings*, Sub-Deputy Opium Agent.

(A.)—GYA ASSAMIWAR.

1. Year.	2. Number of Beegahs cultivated.	3. Number of Cultivators.	4. Average Cultivation per Man.	5. Average Opium produce per Beegah.	6. Total Value of Opium, Leaves, and Trash.	7. Portion of Amount in Column 6, advanced prior to delivery of Opium.	8. Amount Payments at delivery of Opium and final Adjustment.	9. Average per Cultivator on Amount in Column 8.	10. Highest Amount paid to any one Cultivator in Column 8.	11. Highest Amount paid to any one Khatta in Column 8.
	Rs. c. d.		*Rs. c. d.*	*Mds. s. c.*	*Rs. a. p.*	*Rs. a. p.*	*Rs. a. p.*	*Rs. a. p.*	*Rs. a. p.*	*Rs. a. p.*
1856–57	47,221 10 4	71,502	0 13 4	0 4 10	7,11,674 15 11	3,64,592 – –	3,67,473 11 –	5 2 2½	125 8 –	1,213 3 3
1857–58	41,577 17 0	67,752	0 12 5	0 4 14	6,59,717 5 6	3,41,829 – –	3,38,139 5 6	4 15 10	110 – –	1,387 8 –
1858–59	44,538 15 0	65,912	0 13 10	0 4 3½	6,12,433 7 2	3,78,761 – –	2,57,304 11 4	3 14 5½	103 – –	648 7 6

The number of beegahs mentioned in column 2 includes the whole land engaged for poppy, without deducting the land on which the crop wholly or partially failed.

The highest amount paid to a single cultivator does not mean the amount paid to a *khata*. Some *khatadars* have received more than twelve or thirteen hundred rupees at the weighments and final adjustment, as may be seen from column 11.

Gya, Sub-Deputy Opium Agency,
June 1860.

(signed) *C. Hollings*,
Sub-Deputy Opium Agent.

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(B.)—KHATTAWAR.

1. Year.	2. Number of Khattas.	3. Average Number of Assamees per Khatta.	4. Average Cultivation per Khatta.	5. Total Value of Opium, Leaves and Trash.	6. Portion of Amount in Column 5, being Balance due to Khattas by Government on delivery of Opium. Number of Khattas.	7. Amount.	8. Average per Khatta.	9. Balance due to Government by Khattas on delivery of Opium. Number of Khattas.	10. Amount.	11. Average per Khatta	12. Highest Amount of Balance due by any one Khatta.
			Bs. c. d.	*Rs. a. p.*		*Rs. a. p.*	*Rs. a. p.*		*Rs. a. p.*	*Rs. a. p.*	*Rs. a. p.*
1856-57 -	5,141	14	9 3 14	7,11,674 15 11	4,188	3,67,473 11 –	87 11 11	953	20,390 11 2	21 6 4	274 14 9
1857-58 -	4,800	14	8 13 5	6,59,717 5 6	3,934	3,38,139 5 6	85 15 3	866	20,242 – –	23 6 –	241 5 11
1858-59 -	4,798	14	9 5 13	6,12,433 7 2	3,686	2,57,304 11 4	69 9 10	1,102	23,632 4 2	21 7 –	238 13 9

Gya; Sub-Deputy Opium Agency, June 1860.

(signed) *C. Hollings*, Sub-Deputy Opium Agent.

No. 5.

TRANSLATION of Kabulyat of a Molunghee employed in the Manufacture of Salt on account of Government in the Central Cuttack Salt Agency.

I, the undersigned Choolia, *Molunghee* of Arung do hereby bind myself to manufacture salt on account of Government under the following conditions:—

That I agree to a *taidad* of maunds and engage people, on my part, to conduct in the manufacture.

The daily account of salt manufactured to be attested by myself, and that the salt to be *adulled*,* and remain in my custody until weighed off by *bhangah*.† In the event of any loss occurring I shall make good of it. In the event of my conniving, and that be proved by the Arung darogah, I agree to be subjected to the existing rules.

I will attend personally, and get my salt weighed off to Government.

In case of my absence, my salt to be weighed in the presence of assessor, and the price of that salt only to be paid to me at the rate six annas per maund.

I will manufacture salt in the place where I may be ordered; in case I manufacture salt against the rules of Government, I agree to be liable by that rule, and further be struck off from Government employ.

The *bhangah* and the advance money to be noted down by the darogah; the above advance to be adjusted with reference to my *coote* salt, and in the event of any outstanding balance against me to be made good by me.

In the event of decrease in my *coote* after *bhangah*, shall likewise be made good by me at the selling rate of salt. All orders issued on me shall be promptly attended to; the Government claim against me shall be forthwith made good.

In the event of my death, all Government claim against me should be liquidated from the effects both of mine and that of my security.

In the event of my salt being proved to be adulterated, I will not claim the price of that salt from Government.

I will not pay anything to *amla*; if paid and proved I will undergo any punishment you will pass on me.

TRANSLATION of Molunghee Hath Chittas.

HATHCHITTA granted to Dunye Mullick, *Molunghee*, on account of the Salt year 1266 S. S.

Dated and Year when Money advanced.	Amount in Company's Rupees.	Signature of the Molunghee.	Total of Bhangah Salt received from Molunghee.
21 October 1859 - -	15		
Note.—Advanced on 27 April 1860 - - - -	5		

* Heaped and stamped. † Weighment.

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Appendix, Part II.

No. 6.

RATE per Maund paid to the Molunghees as Prime Cost of Salt. Filed by Mr. *Grote*.

	1850–51.	1851–52.	1852–53.	1853–54.	1854–55.	1855–56.	1856–57.	1857–58.	1858–59.	1859–60.
	Annas.	*Annas.*	*Annas.*	*Annas.*	*Annas.*	*Annas.*	*Annas.*	*Annas.*	*Annas.*	*Annas.*
Chittagong -	8½	8	- -	7	7	9	9	10½ and 12*	10½ and 12*	10½ and 12*
Hidgellee -	6	6	5 and 5½†	5½ and 5‡	5½ and 5‡	7 and 6‡	7 and 6½	7 and 6‡	7 and 6‡	7 and 6‡
Tumlook§ -	7	7	6 and 6½	6 and 6½	6 and 6½	7 and 7½	7 and 7½	7 and 7½	7½ and 8	7½ and 8
24-Pergunnahs‖	-	-	- -	- -	- -	8, 9, 10 & 11	8, 9, 10 & 11	—	—	—
ORISSA.										
Balasore - -	5	5	5	5	5	5 and 8¶	6	6	6	6
Cuttack - -	5	5	5	5	5	5 and 8¶	6	6	6	6
Poree:										
Chilka Lake -	6	6	6	6	6	6	7	7	7	7
Ustrings - -	5	5	5	5	5	5 and 8¶	6	6	6	6
Kurkutch -	2	2	2	2	2	2 and 3½	3	3	3	3

* In Chittagong the higher rate was for Nirampore, a recently opened aurung in the north of the district.
† The lower rate obtained in the northern aurungs; the higher in the southern.
‡ The higher rate in all the aurungs except Bograi.
§ In Tumlook a higher rate has always prevailed in the two northern aurungs, because of the scarcity of fuel there.
‖ In the 24-Pergunnahs the highest rate obtained only in Aurung Tuffal; the lower rates there and in other aurungs.
¶ In the year 1855–56 the principle was tried in the Cuttack Agencies of offering a reward of three annas per maund on salt manufactured in excess of the taidad.

12 June 1860.

(signed) *Thos. C. Ledlie.*

No. 7.

AVERAGE QUANTITY of Salt manufactured and Price paid to each Molunghee in 1264 S. S., or 1857–58.

Names of Arungs.	Number of Chooleas.	Number of Molunghees.	Quantity of Salt Manufactured during the Year.	Value at the Rate of Six Annas per Maund.	Average in favour of each Molunghee.	
					Quantity of Salt.	Value of Salt.
			Mds. s. c.	*Rs. a. p.*	*Mds. s. c.*	*Rs. a. p.*
Arung Moondamolung	146	360	41,386 0 0	15,519 2 –	114 37 12	43 1 9
,, Uttar Kanpore	81	578	30,784 10 0	11,544 1 6	53 10 9	19 15 6¾
,, Sath Bhya -	65	267	16,641 20 0	6,240 9 –	62 13 0	23 5 11½
,, Dukhin Kanpore	138	1,085	76,086 10 0	28,532 5 6	70 5 0	26 4 9
,, Bakood - -	96	578¾	25,603 10 0	9,601 3 6	44 9 0	16 9 5
,, Dukhin Dhobye	239	966	51,793 20 0	20,547 9 –	56 29 0	21 4 4
,, Hurrichpore -	395	866	76,616 20 0	28,731 3 –	88 18 4	33 2 10
TOTAL - - -	1,160	4,700¾	3,21,911 10 0	1,20,716 11 6		

REMARKS.—In addition to this, each Molunghee receives two seers of salt per mensem, equal in price to one anna seven pie.

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No. 7.

AVERAGE QUANTITY of Salt Manufactured and Price paid to each Molunghee in 1265 S. S., or 1858–59.

Names of Aurngs.	Number of Chookees.	Number of Molunghees.	Quantity of Salt Manufactured during the Year.	Value at the Rate of Six Annas per Maund.	Average in favour of each Molunghee.	
					Quantity of Salt.	Value of Salt.
			Mds. s. c.	*Rs. a. p.*	*Mds. s. c.*	*Rs. a. p.*
Moondamolung -	140	361	39,143 0 0	14,678 10 –	108 17 3	40 10 7
Sath Bhya - -	60	228	13,331 20 0	4,999 5 –	58 18 13	21 15 11
Uttar Kanpore - -	79	626	30,467 0 0	11,425 2 –	48 26 7½	18 7 11½
Dukhin Kanpore -	111	883½	65,073 10 0	24,402 7 6	73 26 0	27 9 11
Bakood - - -	105	669	33,080 30 0	12,405 4 6	49 17 15	18 8 10
Dukhin Dhobye -	252	1,010	40,382 0 0	15,143 4 –	39 39 4½	14 15 11½
Hurrichpore - -	417	899	68,619 0 0	25,732 2 –	76 13 2	28 10 –
TOTAL - - -	1,164	4,676½	2,90,096 20 0	1,08,786 3 –		

No. 8.

MEMORANDUM of Outstanding Balances against the Molunghees for 1265 S. S., or 1858–59. Filed by Mr. *Eden*, 23d July 1860.

	Rs.	*a.*	*p.*
Amount of 1st advance - - - - - - - - - - -	59,935	–	–
Ditto of 2d - ditto - - - - - - - - - -	46,063	–	–
Ditto of 3d - ditto, or *fazil* advance - - - - - - - -	7,350	10	6
	1,13,349	2	6
Deduct,	*Rs.*	*a.*	*p.*
Refunded by the Molunghees during the year - - -	1,839	–	6
Value of salt produced - - - - - - - -	1,08,786	3	–
	1,10,625	3	6
Balance outstanding against the Molunghees - - - *Rs.*	2,723	15	–

This sum was refunded by the Molunghees in the following year.

No. 9.

MEMORANDUM showing the Number of Cases in each of the Five Years preceding 1 August 1859, in which Distraint has been resorted to in the Salt Agency of Cuttack, under the provision of Section XVIII, Act XXIX of 1838. Filed by Mr. *Eden*.

	Total Number of Cases.
From 1st August 1854 to 31st July 1855 - - - -	3
Ditto ditto 1855 to ditto 1856 - - - -	7
Ditto ditto 1856 to ditto 1857 - - - -	2
Ditto ditto 1857 to ditto 1858 - - - -	1
Ditto ditto 1858 to ditto 1859 - - - -	1

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Appendix, Part II.

No. 10.

COMPARATIVE STATEMENT of the Exports of Rice from Calcutta to all Ports, for Ten Years.

		Maunds.	*Tons.*
1850–51	- -	31,41,022	
	(Great Britain)	6,78,097	115,170
1851–52	- -	30,91,562	
	(Great Britain)	6,61,391	113,357
1852–53	- -	32,43,440	
	(Great Britain)	8,63,735	118,926
1853–54	- -	43,80,903	
	(Great Britain)	10,56,053	160,633
1854–55	- -	52,73,968	
	(Great Britain)	14,79,181	193,375
1855–56	- -	91,86,259	
	(Great Britain)	30,59,261	336,829
1856–57	- -	81,98,646	
	(Great Britain)	20,83,673	300,617
1857–58	- -	82,46,331	
	(Great Britain)	14,75,464	302,617
1858–59	- -	48,90,098	
	(Great Britain)	1,77,486	179,303
1859–60	- -	43,71,310	
	(Great Britain)	3,44,513	160,281

(signed) *F. J. Cockburn,*
Offg. Collector of Customs.

22 August 1860.

Appendix, Part III.

APPENDIX, PART III.

LETTER from the Rev. *A. Duff*, D.D., LL.D., to the President of the Commission.

THIS letter from the Rev. Dr. Duff was not received until the report of the Commission had been drawn up and considered; though it is proper to add that of this the author, at the time, was not aware. After touching on some of the main points in the indigo controversy, it proceeds to discuss, in a very broad and comprehensive spirit, the subject of popular education, as the chief remedy for the evils disclosed by the present inquiry. The education of the masses did not naturally suggest itself as an essential part of our inquiry, and though fully alive to its importance, we did not think it incumbent on us to mention it in our report. But looking to the character and position of the writer, it has been deemed very desirable to give circulation to the views embodied in the letter on a subject of such paramount interest to all concerned in the elevation of the ryot.

To *W. S. Seton-Karr*, Esq., President of the Indigo Commission, &c.

Sir,

As President of the Indigo Commission of Inquiry, you solicited at the outset, information or suggestions in writing, from any parties who might have any to offer.

Reason for not writing earlie

The sphere of my own labours having been all along restricted mainly to Calcutta, I never had it in my power, from personal observation, to become acquainted with the workings of the indigo system. During the last thirty years, however, I have conversed much and frequently with planters, zemindars and other natives thoroughly familiar with it; and have perused many documents by divers parties, favourable and unfavourable, alike in print and manuscript, which treated of the subject in all its varied aspects. In these several ways, I could not fail to acquire a tolerably intimate knowledge of the leading details of the system, both past and present.

Reason for writing now.

Still, owing to my personal inexperience in the matter, I might not have felt myself called on to submit any considerations respecting it, were it not that, among the remedies suggested by witnesses, I do not find any express reference to the supremely important one of the education of the people. Now, feeling keenly that, without this essential ingredient, all other attempted remedies will, to a great extent, prove abortive; and in total ignorance of the conclusion arrived at by the Commissioners, or of the prospective measures to be recommended by them, I beg, though with much diffidence and hesitancy, to offer the following remarks:—

The aspect under which missionaries

I. With the bearings of the indigo system, in a merely political or commercial point of view, I never felt it to be any concern of mine, in any way, to intermeddle. But to its bearings on the moral and social

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social welfare of the people, to the task of whose elevation from the depths of a debasing ignorance my whole life has been consecrated, I have always felt it incumbent to give due heed, whenever circumstances forced it on my attention. And this I take to be the real position of all true-hearted missionaries with regard to it. On various occasions, in different ways, and in sundry localities, the system, in its effects on the tempers and dispositions of the people, has been found crossing their evangelistic course, and presenting impediments to the attainment of their philanthropic ends; somewhat as a jagged ledge of rock or treacherous bank of sand at the mouth of a navigable river, may be found barring all free or safe ingress or egress to the fleets of a peaceful and profitable commerce. In such circumstances, did not faithfulness to their sacred trust bind them to resort to all fair and legitimate means for the abatement or removal of the obstacle which tended so adversely to impede their progress and thwart their benevolent efforts?

have to do with the indigo question.

II. In common with my missionary brethren of all churches and denominations, who have spoken their mind on the subject, I repudiate, with my whole heart and soul, anything like ill-will to indigo planters or hostility to indigo planting, as such. On the contrary, as regards the planters, some of them have been, and still are, among the number of my personal friends, greatly and deservedly respected; and I should be ashamed of myself were I not, on every proper occasion, to avow my firm persuasion that those of them, thus intimately known to me, have been and are, men of rectitude and honour, who would scorn wilfully to injure, oppress or defraud any of their fellow creatures. And as regards the general body of planters, as such, no sane person can allow himself to entertain causeless prejudices, or feelings of aversion and enmity towards them, any more than towards the cultivators of rice or cotton, the sugar-cane or the mulberry tree. In so far as any of them may have succeeded in introducing a large amount of capital to be expended in promoting the growth of a valuable and easily transportable mercantile commodity, in bringing wastes and jungles into cultivation, and in giving remunerative employment to multitudes of needy labourers, they deserve well of the Government and people of India.

No hostility to indigo or indigo planters.

As to indigo itself, even if it had been a foreign plant, transferred to this country like the potato, who could possibly object to it, provided its culture were found profitable to all parties concerned? But indigo, from the earliest ages, has been well known as an indigenous product of India. Brought thence to Europe, as a favourite dye and prized article of commerce, it derived, according to ancient classic authors, its name of *Indicum*, from the country in which it grew. That indigo, therefore, should continue still to be raised in India, seems to be as much the design of Providence, as that rice or the sugar-cane should be raised in it; and, properly cultivated, it ought, equally with these and other indigenous growths, to contribute in due and fitting proportion to the temporal well being and comfort of its inhabitants. Consequently, the compulsory disappearance of such a product from our Indian fields and markets ought to be viewed in the light of a national calamity.*

III. The real question, then, which is presently agitated, has no reference to the merits of indigo planting in itself, or of indigo as an article of commerce, or of indigo planters, whether viewed in their personal qualities as men, or their relative capacity as capitalists. No! It is simply this:—Whether the indigo system, as hitherto carried on in certain districts of Bengal, has not subjected the ryot to a larger or less degree of injustice, oppression and wrong?

The real question at issue stated.

That such has been the case, more or less, is the painful impression left on my own mind, from the varied information obtained, long before the appointment of the recent Commission. Indeed, I had not been long in the country, when I began to hear of secret murmuring and discontent among the ryots in certain quarters on account of the system of indigo planting. About fifteen years ago, the then newly formed "Bengal British India Society" circulated queries relative to the condition of the peasantry, and published varied and elaborate answers from intelligent and respectable natives in the interior. Besides pointing, with commendable fidelity, to the exactions and ill-usage endured by ryots from zemindars, these answers minutely described many of the prevalent wrongs and injuries sustained at the hands of planters, in connexion with the practical working of the indigo system.

Discontent of ryots not recent.

But how, it has been asked, did not the alleged dissatisfaction, thereby originated, openly manifest itself at an earlier period, if it really existed? Simply because the labouring population of Bengal have, through all ages, been of an abject and servile spirit. Their own sacred law and institutions have constituted them practically serfs; their rulers, whether Hindu or Mahommedan, have uniformly treated them as virtually serfs. To this practical or virtual serfdom, they had been habituated from birth; and to it they had become resigned from ancient tradition and immemorial usage, alike civil and sacred. Having been thus led to regard their condition as decreed unalterably by fate, they were predisposed patiently to submit to almost any amount of oppression and wrong, on the part of their natural superiors, whether brahmans or zemindars, planters or rulers; though like all other people, they could silently bear much more from oppressors of their own race than from foreigners. Ready, however, to acknowledge all rulers *de facto*, and regarding in their ignorance the planters as only a portion of the ruling authorities, whom they were bound to obey, they doubtless felt themselves under obligation to submit to much at their hands, which otherwise they might have been prepared sooner openly to resent. During the last thirty years, by the circulation of newspapers, pamphlets and books, and the agency of educated natives scattered up and down through the Mofussil, new ideas have been slowly but surely beginning to glimmer on the darkened understandings of the many. Feelings of discontent under what had begun to loom on their misty minds, though vaguely and indistinctly, as unwarranted or illegal oppressions, became intensified, though still suppressed. But though suppressed as regards outward manifestation, they were only secretly "bottled up," until ready for outburst.

Why so long suppressed.

This

* During the last forty years, the annual value of indigo exports from Bengal has varied from a million and a half to nearly four millions.

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Appendix, Part III.

This outburst was apparently occasioned, not caused, by the famous perwannah. It did not create the feelings of discontent; these existed in full force before. It was not, therefore, the cause of the sudden and unexpected uprising against the indigo system; it was only the incidental occasion of developing feelings which had long been pent up, and had become ripe and ready to break out into open acts of resistance and violence. It has ever been so, in all cases of popular insurrections and tumultuary riots, in all countries and through all ages. These have always been preceded by a growing sense of real or imaginary wrongs; though it may have been reserved for some trivial circumstance, some passing accident or undesigned occurrence, to be the immediate occasion of "tapping" the reservoir of accumulated discontent.

Famous perwannah not the cause of the discontent, but only the incidental occasion of its manifestation.

If in ordinary circumstances, a common blacksmith should aim a fatal blow with his hammer at an authorised collector of taxes, he would be taken up and condemned with the full approval of a contented and loyal community. But in England, five centuries ago, an odious poll-tax was imposed and exacted with such relentless severity, that the working classes felt themselves grievously oppressed. Consequently, a spirit of irritation and discontent was engendered, which rankled and festered, like a virulent gangrene beneath an apparently smooth outward surface. With combustible materials in such a state of preparedness for explosion, the sudden and unpremeditated stroke of Wat Tyler's hammer proved the signal of one of the most terrible popular outbreaks on record. And the authentic history of all progressive nations could furnish illustrative incidents and events of a similar character. So with the celebrated perwannah. Meant merely to convey a simple declaration of an undoubted right, it would, in ordinary circumstances, have been perfectly innocuous. But issued among a people, in whose secret souls the elements of discontent had, by yearly increments, accumulated to repletion, it fell like a spark on a long prepared train, and proved the occasion of a sudden and wide-spread ignition.

The antecedent existence of discontent from oppression clear from the testimony of witnesses.

That such discontent, as the natural result of oppression, did exist long previously, is surely the conclusion which every candid and impartial mind must deduce from the *tout ensemble* of the miscellaneous evidence, given before the Commission, as already published. Without specifying particular items, who, for example, can peruse the various admissions, direct and indirect, even of some of the parties most interested, without being impressed with the conviction that, of late years in particular, the ryots have been more or less under-paid for the produce of their fields? or, that to them the cultivation of indigo has been unremunerative, or far less remunerative than would have been the cultivation of rice, and other products? And who does not perceive that this single and most vital admission does in reality involve in it a settlement of the main question in debate? For, who ever heard of human beings, and least of all Bengalis, voluntarily engaging, year after year, in unremunerative cultivation and labour, and that, too, for the aggrandisement of strangers and foreigners of a different race and a different faith? The thing is utterly incredible. There must, then, have been a system of direct or indirect compulsion of some kind. And how could such a system, usually carried out by greedy, rapacious and unscrupulous native agents, fail to involve a larger or less amount of injustice, oppression and wrong? And how could such injustice, oppression and wrong be continuously practised, year after year, without producing a large amount of disaffection and discontent? Had the admissions and correlative remedial suggestions on this and other topics, recently made by Mr. Forlong in circumstances that redound greatly to his credit for frankness and candour, been spontaneously made and acted on, three or four years ago, by the body of planters generally, these would, in all reasonable probability, have been treated as benefactors by the ryots, and indigo planting might have become as popular as it is now unhappily distasteful.

That the ryot has been under-paid admitted even by interested parties.

Legitimate inference from this, as to oppression and consequent discontent.

Call for truce to recrimi. natory charges and counter charges.

IV. Such being the general conclusion already forced upon independent minds by unimpeachable evidence, should the careful and painstaking inquiry now soon to be brought to a close, be found to issue in demonstrating the existence, to a greater or less extent, of the grievances complained of,—would there not be a moral congruity in the prompt and candid acknowledgment of the fact, by the parties chiefly involved? And would there not be a moral dignity in the acknowledgment, were it accompanied with expressions of regret for the past, and of resolute determination to follow amended courses of action for the future? Would not the very announcement of such regrets and determination—so obviously prompted by sound reason, enlightened policy and a sense of equity—pave the way for a restoration of lost confidence, a renewal of interrupted intercourse, and the establishment of permanent and mutually beneficial relations between the planter and the ryot? And would not another happy result of such a course of procedure be, to put an end to the bootless war of criminating charges and recriminatory counter-charges, hitherto carried on through sundry representative organs of class opinions in the spirit of a fierce and fiery partisanship? Making due allowance for differences resulting from educational bias and race prejudices, as well as for the temporary excitation of irascible passions in proportion as conflicting interests became jeopardised, it cannot but be lamented that the indigo controversy should ever have reached such a height of blind rage and indiscriminate denunciation. The prolonged continuance of such one-sided and implacable combativeness can only tend still farther to exasperate men's feelings; to deepen wounds already sore enough; to widen breaches, already all but irreparable—and ultimately to render Government itself utterly impracticable. A truce, then, to all this angry and tumultuous warfare! And, instead, let all, after making due acknowledgment and amends for the past, according to their respective short-comings, henceforth, in a calm, amicable pacific spirit, unite together in seeking out and devising appropriate remedies for the future.

All parties have some grounds of complaint.

In order to this, let all parties, in the spirit of candour and honesty, cheerfully admit and concede to each other, what the truth and reality of facts may seem to demand. Were the whole story of the past century fully unfolded, there can be little doubt that all would have their several budgets of grievances as well as excuses. The zemindar would have his complaints against the planter, and the planter against the zemindar. The ryot would point, in bitterness, to the multitudinous oppressions and exactions on the part of planters and zemindars, or rather their hard-hearted underling agents; and the planter and zemindar would point, in return, to what they had to endure from the crass ignorance, cunning, lying, deceit, and dishonesty of the ryot. Government officials would complain of the

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the interminable bickerings and feuds between planters, zemindars and ryots; while all of these might have still more ample ground of complaint against the intolerable corruption of the police, together with the endless and nameless briberies, perjuries and forgeries connected with Mofussil Courts, which too often rendered the administration of law a tragedy or a farce, and the attainment of justice a lottery or an impossibility.

All parties may plead excuses and palliations.

On the other hand, it cannot be doubted that all these parties severally would have much to urge, by way of mitigation or palliation.

The present zemindar might say, that having been denuded of many of those powers, or conceded rights, which his predecessors had exercised, and the exercise of which had given them weight and authority with the people, he has been driven to resort to many expedients not sanctioned by the law.

The present planter might say, that the indigo planting system, as conducted by Europeans, sprung up in the troublous and anarchical times which succeeded our assumption of the Dewanny—that, at the outset, it was fostered by the Government of the East India Company, whose agents were the most voracious and unscrupulous of adventurers—that factories and factory property have, in many cases, descended, as hereditary vested rights, to the present possessors—and that, in working out a previously established system not of their own devising, they have had to contend with the stubborn genius of old conservatism, to grapple with the enormous difficulties arising out of their own anomalous position in the eye of the law, the complicated and inextricable claims of zemindars and ryots, and, above all, the delays and indescribable chicaneries connected with the police and Mofussil Courts.

The present ryot might say, that, being oppressed and trodden down on all hands, by the emissaries of zemindars and planters, the police and the courts, he has, in desperation, been constrained to betake himself to the only weapons which the victims of social and civil tyranny can ever command—cunning, evasion, and deceit.

The present Government might say, that it is not responsible for the organization of the existing police and judicial system—that it was established in times of universal lawlessness, with the honest intention of ministering law and justice to all classes—that many of its imperfections and shortcomings arose from ignorance of the feelings, manners, habits, and requirements of the people—and that, even after time and experience have brought to light its unsuitableness and inadequacy in many respects, the moral debasement and corruption, which have seized like an epidemic on the body politic, have hitherto tended greatly to discourage or thwart every endeavour effectually to rectify it.

Hence the duty of mutual concession, &c.

Again then, I say, if it must, in fairness and candour, be admitted of all parties, that none of them can arrogate any exclusive claim of being wholly in the right and of denouncing all the others as wholly in the wrong; if it must be admitted that all have been more or less in the right and more or less in the wrong, though far, very far indeed, from being equally so in either;—what remains for right-minded men, keenly alive to their own welfare and honour as inseparable from the prosperity of the country at large, but a straightforward course of mutual concession and general reformation? And, since the present inquiry has been forced on Government by the urgency and pressure of alleged grievances on the part of multitudes of ryots, who had no one of their own number directly to represent them or effectually to plead their cause, and whose very helplessness presented a special claim on the sympathy and justice of the supreme protecting power,—should the judicial findings of the Commissioners be found to tally, in the main, with the impression of independent and disinterested men on the subject, with whom could a discharge of the duty of retrospective acknowledgment and prospective improvement more fittingly *begin*, than with the body of planters chiefly concerned? This, in fact, would be only to follow out, systematically and universally, the very course which Forlong and others have, in substance, either suggested or recommended. If oppression, to a large extent and in many forms, has been practised on the ryots, it is but fair and equitable that the fact should be regretfully admitted, and some positive guarantee afforded against its repetition in the time to come. This being once satisfactorily done, why should not all parties then resolve to drop all past contendings, which, by violently disturbing the general peace and petrifying every feeling of kindliness and goodwill, serve only to keep European and native society in a most unwholesome state of acetous fermentation? And why should they not all next proceed, in the true spirit of a generous and magnanimous policy, to give their whole heart and mind to the patriotic task of devising suitable and adequate remedies for so strangely complex and anomalous a state of things?

The grand object then should be to devise remedies for the future.

V.—What these should be, may well puzzle the genius of highest statesmanship. And were we to wait till some one arose to propound a comprehensive scheme, embracing all details and providing for all wants, we might have to wait for ever. But because such a scheme is hopeless of attainment now, that is no reason why, with a stedfast aim at an ultimate high standard of right in all departments, a series of tentative efforts should not be commenced at once—each right and safe in itself, and tending, by its success, to pave the way for further and decided progress towards the desired goal.

No perfect scheme all at once possible. Begin with what is practicable.

Here, however, it is proper to premise that there are plainly some things which ought not to be done at all. The civil history of England for the last four or five centuries, with its statutes of labourers and sumptuary laws, its charters of monopoly in commerce and exclusive privileges in corporate trades, with all its other officious intermeddling attempts to direct and regulate the channels and profits of capital and the wages of labour, must sufficiently guard the Government against the precipitate adoption of any of those more specific, extreme, or summary measures for which interested parties, on either side, might naturally be disposed to press.

Caution against the adoption of certain specific and extreme measures.

What, then, is to be done?

First. The basis of all true government is the right, the equitable, the just. And the proper function of such government is, the maintenance of right, and the repression of wrong.

Some things which the Government, as the maintainer of right, might do at once.

As a branch of natural equity, between man and man, all civilised governments from the days of Solomon downwards, have felt it their duty to look sharply after standard weights and measures. Our Government, therefore, might put an end to much injustice and strife, by authoritatively defining and settling the *size* of the indigo *bigah*, and the *measure* or *weight* of the indigo *bundle*.

Size of indigo bigah: weight or measure of indigo bundle.

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Appendix, Part III.

Define legal and enforcible contract. By proclamation, Perwannah or other authorized form, explain clearly the relation of Government towards Indigo and all produce, capitalists and labourers, so as in future to obviate all mistakes.

Again, as endless doubts have arisen on the subject of indigo contracts, the Government might authoritatively define and settle the nature of a legal and enforcible contract, providing at the same time, not by special enactment, but by long desiderated improvements in the general administration of justice, for the prompt fulfilment of that and every other righteous contract.

Once more, to clear away the absurd fantasies and illusions which are ever apt to prevail among the people of Bengal, Government might in some authorised way notify plainly to all what its proper functions really are; that its business is to uphold the natural and acquired rights and liberties of all classes of men, neither allowing these to be violently interfered with, nor by being abused to interfere with those of others; that, while it has no direct interest in indigo any more than in rice or sugar, plantains or cocoas, neither has it any antipathy to the growth of it any more than to the growth of these or other products; that the rent of the bigah for indigo culture, the price of the bundle, the hire of carts and ploughs, the wages of labour must all be left to be regulated and determined by the unalterable economic law of supply and demand, which cannot be traversed with impunity any more than the ordinary laws of nature; that capital and industry are alike free; that to compel the labourer to labour for less wages in one department than he could earn in another, or to compel the capitalist to employ his capital in any department with less profit or advantage than he might derive from employing it in another, would be a contravention of the best established economic laws; that he who has capital, therefore, whether large or small, in money or in lands, in carts or in ploughs, in bullocks or in goats, may employ or dispose of it freely, according to his own apprehensions of what is most subservient to his own interests; and that he who has no capital but the labour of his hands may also as freely dispose of it to the highest bidder, or the payer of the highest wages; but that a bargain, agreement, or contract being once freely and without compulsion entered into, whether by capitalist or labourer, it is the duty of Government to see to it under the sanction of pains and penalties, that such bargain, agreement, or contract be fairly and honestly fulfilled.

Reasons why zemindars and other native gentry, as they may be found qualified, should be invested with certain defined powers as honorary justices of the peace, assessors to judges, &c. &c.

2d. Let zemindars and other native gentry of Bengal, who may exhibit the fitting qualifications, be gradually invested as assessors in certain cases to the zillah judges and magistrates, or as honorary justices of the peace, with a due share in the administration of justice. That in former times the zemindars by law or ancient prescription, did exercise some functions of this description, seems undoubted. When wholly debarred from the exercise of them by the British Government, they must have felt lowered in self-respect, and humiliated in the eyes of their dependents. Deprived of such legitimate and honourable objects of ambition, they were often tempted to remove to cities, and leave the management of their estates to harpy-like middle men, or to resort to illegitimate modes of exercising power, or to drag out an indolent worthless existence in vicious and ruinous excesses. A somewhat similar result was exemplified in the case of many of the feudal chiefs in Europe after the sudden abolition of their long-enjoyed feudal rights and privileges. Of the expediency of adopting some such measure as that now suggested, I have long cherished a strong persuasion. In my evidence on the judicial system before a Committee of the House of Lords, upwards of seven years ago, I was led very explicitly to recommend it.* And I was rejoiced to find the same course admirably urged by Messrs. Forlong & Forbes, in their weighty evidence before the Indigo Commission. From long desuetude, it might not be practicable to find many all at once qualified. I have known native gentlemen, such as the late Raja Rammohun Roy and the late Babu Kalinath Roy Chaudari of Taki, who would have adorned such an honorary office, and have proved an honour to themselves, a blessing to their countrymen, and a tower of strength to the Government. And even now, despite the long period of abeyance, some able, willing, and qualified men might be found. At all events, were the policy once adopted, the certain prospect of such honorary distinction could not fail to act as a powerful stimulant in rousing many from fatal apathy and inaction, and inciting them to secure all the needful qualifications.

Advantages of such a policy.

The practical advantages of such a policy would soon be experienced. Justice, in countless petty cases, would be rendered prompt, cheap, and accessible to multitudes, leaving the hands of the regular magistracy and judiciary unembarrassed for higher and more arduous work. Planters and other European residents in the interior, whenever practicable, might be associated with native gentlemen, thereby softening race asperities, and inspiring confidence in the rectitude of decisions. A peculiar amalgamation of this sort was successfully effected 50 years ago by the late General Munro, in Travancore, the most thoroughly Brahman-ridden native state in India.

How a plan for commencement might be prepared.

How, or in what way, to what extent, in what cases, on what conditions, with what personal and other qualifications, with what limitations as to jurisdiction or power, such magisterial or judicial rights might be bestowed on zemindars and others, could only be determined by friendly inquiry, time, and experience. An amicable conference of Government officers, non-official European mofussil residents, zemindars, and other native gentry of temperate views and superior intelligence, might soon succeed in concocting a scheme by which the new system could at least be inaugurated. Once begun, experience would suggest any needful modifications, and gradually pave the way for indefinite expansion.

Necessity for a great reform in our native police and mofussil courts.

3d. A thorough reform of the demoralizing system of our native police and Mofussil Courts is still imperatively demanded. Without such reform, independent capitalists as well as the masses of the people will, as heretofore, be practically without law and justice; life and property and personal honour will be insecure. With such insecurity, capital cannot materially increase, the resources of the country cannot be adequately developed, the condition of the common ryots and labourers cannot be properly improved; amid fields of superabounding and inexhaustible fertility there will be ignorance and poverty with their teeming brood of fears, jealousies, anxieties, strifes, deceit, violence and wrong. This is no idle declamation; it is no exaggerated picture. It is simply a feeble attempt to embody in words the result of innumerable impressions derived from a vast variety of sources through the long period of 30 years.

But,

* *See* Blue Book, pp. 469, 470.

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But, in thus strongly condemning the existing system of police and judicial administration, and in loudly calling for thorough reform, I am not imputing blame to those who originated it. Far from it. I am firmly persuaded that their motives were upright and their intentions benevolent. Nor am I ignorant that of late years various improvements of greater or less importance have been introduced, for which every true lover of India must feel grateful. Neither am I unaware of the stupendous difficulties that lie in the way; difficulties of every imaginable kind and degree, difficulties more than enough to appal any ordinary statesman. Still, no amount of difficulties, no untowardness of circumstances, no imperfection of executive instrumentalities ought for a moment to quench the desire for extensive reforms, or paralyse the arm that would steadily and perseveringly grapple with the formidable obstacles that so stoutly resist all progress.

Admissions as to improvements already effected, and the huge difficulties in the way.

On a subject so vast and complicated, I have purposely refrained from entering into details. Regarding it, a large mass of useful information and pregnant suggestion will be found in the volume of the Lords' Committee, already referred to. And a free conference of non-official men practically conversant with the subject—zemindars and other intelligent native gentlemen, Europeans, alike lay and clerical—could scarcely fail to elicit much valuable matter, which might have wholly escaped Government officers, bred up under the existing system, and moulded in their judgments by its stereotyped routine.

There is, however, one measure which seems capable of immediate adoption, and which, if adopted, would confer incalculable benefits; and that is, the establishment of Small Cause Courts, within reasonable distances, over the whole land. And wherever there is a Small Cause Court there ought to be a branch of the savings bank alongside of it, to help to create and foster salutary habits of economy and forethought. And why might not some stringent law be at once passed to enable judges and magistrates to deal, in a way of summary severity, with some of the more glaring curses of the Mofussil?—Perjury, the systematic manufacture of false testimony, the forging of documents, and the vamping up of fictitious suits, merely to parry and neutralize those that are really genuine? The leniency and comparative impunity with which these villanous practices have hitherto been treated, have tended greatly to multiply them, and to diffuse their venomous influence like the active virus of a raging epidemic through the veins of all society—thereby defeating the ends of justice, demoralising the people, and bringing the Government and its officers into odium and contempt.

Some measures which might be at once adopted, such as Small Cause Courts, summary and severe punishment for perjury, &c.&c.

Fourth.—The consideration of the enormous difficulties in the way to all improvement, naturally brings me to the last and most important subject of all—the subject to which the foregoing remarks are only preparatory, and on account of which mainly I have ventured to address you—the general education of the people.

The education of the people.

I gratefully acknowledge that, in some places in the interior, during the last thirty years, individual native zemindars, individual planters, and other independent European residents, have done a little towards the instruction of native youth, and that the agents of different missionary societies have also done a little more. I likewise gratefully acknowledge that, during the last 40 years, education has, more or less, occupied the attention of Government and its servants. Still, as a whole, no one can pretend to say that it has ever balked in the mind of Government, or in any of its practical measures, in any degree commensurate with its paramount importance. It may, however, serve so far to mitigate our surprise and regret when we reflect on the tardy steps with which the education of the people has advanced under the older Governments of Europe.

Admission as to what has been done.

But be this as it may, the fact itself is as lamentable as it is undoubted that, except in a few isolated cases, the work of popular education in Bengal, in any right and proper sense of the expression, has yet to be begun.

As a whole, popular education has yet to be begun.

That this is no mere surmise or vague imagination, I hope will abundantly appear, from the printed statement which I herewith forward, and to which I respectfully but earnestly crave the best attention of yourself and the other Commissioners. I do so the more readily inasmuch as it was not prepared for the present occasion. It is a statement based on Mr. Adams's invaluable statistical Reports, but including also other items of authentic information in my own possession. It was prepared for the "Calcutta Review," in 1844, and reduced to its present more condensed form upwards of two years ago for transmission to an educational society in England.

In proof of this, attention earnestly solicited to the statement at the close of this letter.

There will be found the data on which are founded conclusions of a somewhat startling character.

1st. It is shown* that, taking Bengal and Behar as a whole, the aggregate average of the school-going juvenile population who receive any kind or degree of instruction is no more than 7¾ per cent., leaving 92¼ out of every 100 of the teachable age wholly destitute of all kinds and degrees of instruction whatsoever.

Small proportion who receive any education.

2nd. The indigenous system of elementary education is described with reference to its subject-matter, its discipline, and its instructive staff.*

Elementary education.

Let the details under this head be candidly weighed, and see whether they do not warrant the conclusion, that the education pourtrayed is not merely, in a negative way, unproductive of any real good, but, in a positive way, prolific of much real evil?—"Under the endless recurrence of a dull, monotonous, mechanical routine, the intellectual soil, light by nature and wholly unmanured by art, soon becomes impoverished altogether. Under the combined influences of an utterly vicious system of discipline, the forced initiation into deceptive and dishonest practices, the habitual inculcation of loose, grovelling, carnalising maxims for the regulation of future conduct, the unceasing repetition of abominably filthy or grossly idolatrous legends, the moral and religious soil is transformed into a fertile nursery of all manner of rank, unprofitable and noxious weeds."

Sad results.

3rd. The indigenous learned education for Musalmans and Hindus is described* in its Persian-Arabic and Sanskrit forms. It is shown how the Persian-Arabic studies tend to generate pride, haughtiness, sensuality, hatred, revenge, intolerance, and other malignant anti-social passions.

Learned education.

And

* *See* Statement.

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Appendix, Part III.

Sad results.

And do not the delineations of the Sanskrit system amply warrant the conclusion deduced, which is as follows?—"When, to the useless, the frivolous, and the puerile acquisitions of Sanskrit learning, which, instead of truly bracing and invigorating the mental faculties, tend rather to dilute and rarefy them into a vain and subtilizing spirit of error, we add the towering pride thereby engendered, the callousness of feeling, the total insensibility to the wants and miseries of man, together with the defence which it involves and entails of all that is blasphemous in erudite Pantheism, and all that is revolting in the popular idolatry, we surely have a picture in which the semblance of each better light is wholly shrouded and eclipsed by the reality of the darksome shadows."

Education of circumstances.

Sad results intellectually.

4th. Once more, of the nine-tenths, or 92¼ in 100, who receive no school instruction of any kind, it is shown* how, from earliest infancy, they are encompassed with a social atmosphere—constituting an education of external circumstances—which cannot but operate with deadly effect on their mental and moral being. As to the former, after exhibiting the leading features of the case, it is asked,—"What must be the direct and legitimate influence of such a system on the intellect of its enthusiastic votaries, young and old? What can it be, except a resistless influence in depraving the reason and judgment, in crippling and degrading the cognitive powers, in paralysing the energies of original thought, in fettering or even crushing the spirit of inquiry, in contracting, if not wholly annihilating, the capacity of accurate discriminative discernment;—in a word, in superinducing and perpetuating a state of hopeless childhood and mental imbecility?"

Sad results morally.

And again, with reference to the still more disastrous influence exerted on the moral nature of the native community, it is remarked,—"Think of all this, with seriousness and sobriety, and then say, whether the unavoidable tendency of the whole be not, to blunt the sense of decency—to extinguish all feeling of delicacy, to replenish the imagination with thoughts of impurity, to pollute the best of the affections, to sear and deaden the conscience and so render it insensible to the distinction between right and wrong, truth and falsehood, to stunt the growth of every nobler and more generous aspiration, to excite into inordinate development every grosser and more prurient inclination of the naturally corrupt heart;—in a word, to habituate to scenes, sentiments, and practices which cannot fail to issue in a depravation of all morals and a deterioration of all manly character. And yet, is not this, with exceptions so few, and modifications so partial and unimportant, as not materially to affect the general estimate; is not this indisputably, in its broad and characteristic lineaments, a painful but faithful portraiture of the actual condition of the great masses of the native population?"

Disclaimer against a superficial view of the case.

Men, whether belonging to the official or non-official classes, who look only at the outward surface of things, and are engrossed with the routine of mere secular business, may regard the whole of these conclusions as too gloomy or exaggerated. I cannot help it. Having endeavoured, for years, to gauge the dimensions of the dark cavern, I believe, and therefore have I written.

Essential bearing of the education question on the indigo question.

Others, again, with superficial or contracted views of the relations of things, may be disposed to ask, "But, granting the accuracy of your statement, what has it to do with the indigo question now in debate?" Much, every way, is my unhesitating reply. Yea, more; it is my firm persuasion that the indigo question has not only much to do with it, but almost everything to do with it.

Indigo question not an isolated or solitary one that can be satisfactorily settled apart, *per se*.

It is a fatal mistake to treat that question as an isolated and solitary one. It is, in its essential characteristics and perplexities, only one out of many, with which it is inextricably tangled and interwoven. It is only a part of a great whole. It is only a gigantic growth springing up among other gigantic growths in a continent of rottenness. What is the consequence? That you cannot effectually adjust or rectify it, by attempting to deal with it separately by itself! You might as well attempt effectually to cure some ulcerous matter on the surface of the human body, which is known to proceed from no local bruise or topical cause whatever, but from *anæmia*, or poverty, or corruption of the blood, by mere external local applications. By such applications you may do the work of an empiric; you may partially mitigate the pain, or partially abate the growth; but, by such means, you cannot wholly remove either. No; nothing can, nothing will effectually accomplish that but an inward recuperative process, by which the quality of the blood itself is improved and enriched. And when a current of pure rich blood is made to course through the veins, it will impart a tone and vigour to the whole bodily system that shall gradually cause the noxious excrescence to disappear.

Let us glance at one or two aspects of the case more immediately before us.

Complaints of indigo planters; call for police and judicial reforms.

Indigo planters complain of the lying, deceit and dishonesty of the ryots, the rascalities of the police, the frightful corruption of the agents of the Mofussil Courts, and the consequent practical denial of all justice, which tempts or constrains them, for the saving of their property, deliberately to take the law into their own hands. Accordingly, the loud and incessant cry is for a reformed police and a reformed administration of justice.

Such reforms, without improved education, shown to be, to a great extent, impracticable.

But does it not strike them, ought it not to strike them, and all other men besides, that if the representation above given of the general condition of the people be even approximately correct, anything like the effective reforms called for, must be utterly impracticable?—that, so long as the present continues to be the normal state of things; so long as the general intelligence remains so low, and the general tone of morality so degraded; so long as the overwhelming majority lie down imbruted by ignorance, superstition, and vitiated habits of feeling and action; improvements, at all commensurate with the requirements of the case, must be far beyond the range and category of the possible?

Improved education necessary to qualify zemindars, &c.

Let us suppose the desiderated reforms to be gone about in earnest and in good faith; let us suppose some wise and well digested schemes to be agreed upon; where, where are the qualified agents to carry them out?

We want zemindars and other independent native gentlemen, not only to enjoy the rights, but to discharge the duties of property, in connexion with the cause of justice, without the certain risk of power being abused, and justice perverted to their own advantage. And if comparatively few be thoroughly

* *See* Statement.

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thoroughly qualified now, how are they ever to be so qualified, except by means of a sound and liberal education?

Necessary to secure executive agents.

We want, not scores or hundreds, but literally thousands of intelligent and well principled native agents of various grades, effectually to carry out the ends and objects of justice through the endless ramifications of the police and judiciary systems. But, where are these to be found now? Where is a tithe of the required number to be found? Or, how can they ever be found, without an improved and elevating education?

Necessary to gain the approving co-operation of the people themselves.

We want a people who, instead of, as now, looking askance at, shall be capable of appreciating, the ends and objects of the much needed improvements, a people, prepared to sympathise with the supporters and advocates of all salutary innovations, instead of being filled with doubts and dark suspicions; a people, who, instead of, as too often in times past, heedlessly or indolently conniving at wrong, and actively or passively thwarting the executors of law, shall, from improved intelligence and rectified moral instincts, be ever ready to frown upon the former, and heartily assist the latter. But, where is such a people to be found now? Let the picture, already given of the existing state of things amongst us, furnish the reply. And yet, without a people qualified intelligently to appreciate and approvingly to respond to plans of seasonable and wise reform, what can these achieve for us? What does the history of the world, in all countries and in all ages testify? Is it not, that political institutions however sound, laws however equitable, and civil administrations, however righteous, all, all go for nothing without penetrating intelligence and sustaining virtue on the part of the great body of the people? And whence do these essential qualities spring? Never, assuredly, from the statutes, decrees, or enactments of secular earthly governments. No; no! depend upon it, that the want of wants for Bengal and India generally, the want, without the supply of which all other wants can never be adequately supplied, is a mind-illumining, heart-purifying, conscience-quickening education. Without it, all mere legislative measures, improved civil and penal codes, extensive police and judicial reforms, must all prove, to a great extent, successless. Such measures, like a dam or embankment, thrown across a mighty river, may partially arrest and temporarily restrain the rush of waters; but so long as the springs and fountains of corruption are undried up and open, the waters will rise with increasing pressure, and, in the end, either sweep away the resisting mass, or work out for themselves under-ground passages and channels in other directions, where they are sure to burst forth with undiminished devastating force.

Without improved education, legislative measures of reform, to a great extent, successless.

Or, look at the ryots and their complaints.

Complaints of the ryots.

The ryots, on their part, loudly complain that they are defrauded, oppressed, coerced by zemindars and planters, and the myrmidons of abused law; and they are as loudly shouting for redress.

Full redress shown to be impossible so long as they remain in a state of profound ignorance.

Now, instead of dealing out to them, after the fashion of indiscreet friends or mistaken patriots, wholesale doses of unctuous flattery; instead of cradling them in the fond delusion that they are themselves altogether in the right, and their oppressors altogether in the wrong; would it not be wiser, kinder, and truer in every way, to tell them that while we sincerely sympathise with them as groaning under oppression, and would do all in our power to relieve them, we cannot possibly acquit them of all blame; that much of the evil lies at their own door, and that there is much in their own condition, which, so long as it is cherished, must render the evil irremediable? that, for example, so long as they can neither read nor write, they must, in all matters of pecuniary contract and documentary evidence, be helpless victims at the mercy of any greedy, grasping, designing men who may be more knowing than themselves; that, so long as they remain voluntarily bound in the fetters of besotting ignorance and grovelling superstition, they must unavoidably be mere tools and drudges in the hands of their superiors in caste, in knowledge, in station, and in power; that, so long as they tenaciously cling to the hereditary habits and customs, generated by the civil and spiritual despotism established by their own reputedly divine lawgiver, Manu, and are thereby incapacitated for apprehending or appreciating the privileges which they are entitled to enjoy as British subjects, they do but court and foster the degraded condition of serfdom or practical slavery. And what can open their eyes to the right discernment of all this, ensuring a deliverance from the evil complained of, and an investiture with the opposite good? What, but a sound, quickening, illumining, moralising education?

Without the intelligence which improved education imparts, they cannot properly exercise the rights and liberties of freemen.

As warm-hearted friends of the ryots, let us tell them that we fervently wish them to enjoy all the rights and liberties of free born British subjects; but, as wise and judicious friends of the ryots, let us never shrink from faithfully telling them that there are some of these rights and liberties which at present they are utterly unfitted to exercise or enjoy; that, in order to such exercise and enjoyment, they must take pains to qualify themselves, and that we are willing and even anxious to help them to the uttermost in so doing. Yea, let us never scruple to tell them plainly, what all history proves, that there are even personal rights and liberties which an ignorant people are ill prepared to enjoy or exercise wisely; that such a people, suddenly becoming conscious of personal rights, liberties, and power not possessed, or not supposed to have been possessed before, have ever manifested a decided tendency to abuse their rights, misapply their power, and turn their liberty into licentiousness? And must it not, with sadness, be admitted by the best friends of the ryot that recently there has been, in certain quarters, something beyond mere glimmering symptoms of such misapplication and abuse?

Ignorant people always abuse rights and liberties.

Danger of a sudden disclosure and assertion of rights, &c. without education to guide, control, &c. &c.

It is true that, in the case of the Bengal ryots, they all along have had rights which no one, in theory at least, ever denied them. But it is equally true that, from feelings generated by hereditary ignorance and practical servitude, they never had distinctly apprehended these rights, as in reality belonging to them, under the liberal provisions of the British constitution. And hence the danger of a sudden disclosure and assertion of such rights, before the popular mind has been fully prepared by education for their proper exercise. Accordingly, while I have stoutly maintained that the famous perwannah did not originate the wide spread discontent which a spark from any quarter might have put

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Appendix, Part III.

Defect of the famous per-wannah under this view of the case.

put into combustion; that it was not the cause, but only the occasion of the suddenly developed resistance; I am bound to confess that, in view of the lessons of past history, I considered it as defective in explanatory matter and precautionary monition. It announced only a simple truth, that the ryots were really free and fairly entitled to exercise their rights as free men. But it did not sufficiently provide for the contingent result of such an announcement falling suddenly and nakedly from authority on minds, ignorant ill-balanced minds, in an irritable, inflammable, and highly resentful state.

Reason for thankfulness, that the recent outbreak was not more disastrous.

Indeed, all things considered, we have good reason to be thankful that the explosion was not of a more violent and destructive character. For, when a multitude of profoundly ignorant and highly irritated people, labouring under a glowing sense of heavy wrongs to be redressed or avenged, once break out into popular tumult, they are ever apt to be intoxicated by the discovery of their power; partial excess is apt to inflate them into extravagant conceits, projects, and expectations; the original simple object of deliverance from immediate oppression is apt to be soon lost sight of in new schemes and designs which exceed each other in wildness and folly; and their onward pathway and progress is apt to be marked by the ravages of exasperated passions. That, in certain districts at least, we have been saved from so disastrous a course is, I do most solemnly believe, to be attributed mainly to the well-timed counsel of some much abused missionaries! These, from their sympathy with the ryots, as sufferers under oppression, happened to enjoy their confidence, and were the only Europeans in Bengal who did fully enjoy it. These, therefore, as Christian men, as loyal subjects of the British Government, and as friends of the ryots, earnestly importuned and counselled them to keep quiet, to submit to authority, obey the law, be careful to commit no violence, and honestly fulfil every lawfully contracted obligation, in the assurance that the British nation were wise and benevolent, and that the British Government would, in due time, do ample justice to all parties.

This owing, in part at least, to the Christian counsels of the missionaries.

Want a people who can take sound and accurate views of their own temporal and material affairs.

Again, all friends of India want a people who can take sound and accurate views of their own temporal and material affairs. But a sottishly ignorant and superstitious people can never possibly do this. Such a people is at the mercy of every whim, every caprice, every accident, ever apt to be moved by senseless predilections and reasonless antipathies. Influenced by the former, they will cling with stubborn tenacity to old social and muthrify habits, to antiquated modes and implements of labour, whether in tillage or the manufacturing arts, though demonstrably disadvantageous to themselves. Influenced by the latter, they will resist, with stiff and unyielding obstinacy, the introduction of the most obvious improvements, though demonstrably promotive of their own best interests. With them, emphatically, "immemorial usage," in the words of Manu, is "transcendent law." The "tradition of the fathers" is practically more potent than the immutable laws of nature or the evidence of their own senses. Narrow in their conceptions, and unaccustomed to think of anything beyond the mere temporalities of their every day life, they are not only unable to take sound and broad views of even the most salutary legislative measures, but utterly unable to comprehend aright the reciprocal obligations and privileges of regulated freedom, the true relations which ought to subsist between master and servant, landlord and tenant, capital and labour, profits and wages, demand and supply. Unenlightened on subjects like these, so vital in their bearings on the true welfare of society, they are apt to misconceive the best laid plans of philanthropy, as well as the ends and objects of the best devised Government ordinances, to listen with an all-devouring credulity to the most whimsical surmises and the most preposterous rumours; yea, to swallow, wholesale, not only improbabilities but contrarieties, aye, and downright moral and physical impossibilities too! No wonder, though such a people, once awakened to a sudden consciousness of freedom and of power, should, in their darkling ignorance, be ever ready to enter into cabals, conspiracies, and combinations for dictating unreasonable terms to all with whom they may have any dealings, to attempt by threats to intimidate, and by alluring but fallacious prospects and promises, to seduce even the peaceful and contented * to join their ranks, yea, and to proclaim open war against capital itself, as if it were their enemy, instead of their best friend, without which there can be no development of latent resources, no extensive employment of labour, no adequate wages, no augmentation of material comfort, no advancement in intellectual, moral, and social wellbeing.

Once more, then, purposely shutting out of view for the present all loftier spiritual considerations, I ask what can open the eyes of a blinded and ignorant people, like the sunken masses of Bengal, to a due apprehension of their own highest temporal welfare, and a proper use of their rights and liberties as free men, but a wisely adapted and enlightening education?

Self-interest not a sufficient guide; unless it be enlightened.

All this has sometimes been met by the allegation that self-interest alone is enough to regulate people's actions in worldly matters, and to alleviate or arrest the dreadful evils now deprecated.

To which I would reply, "Yes, if there be an enlightened self-interest. But if not, self-interest alone may be blind enough, and therefore utterly misleading."

Risks and dangers from ignorance, &c.

It is just because there cannot possibly exist an enlightened self-interest among such an ignorant people as those of Bengal, that there is risk and it may be imminent danger in a crisis like the present.

A low, debased and ignorant people has ever been notoriously undiscerning as to what constitutes their own truest and best interest. An earnest, persevering strenuous desire to better their own condition, which is the prolific parent of so many social virtues is not to be found among them. Gross passions and appetites they will gratify at any cost; but having no relish for refined pleasures and enjoyments, no taste for the superior comforts and elegancies of life, in costume or diet, or domestic arrangements, they are not prepared to abandon their old beaten path of sluggish routine, and exert themselves

* From a letter in the "Englishman" of August 10th, and other credible sources of information, it is to be feared that machinations of this sort have already been tried in divers places with too much success.

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themselves in new and improved ways of steady industry in order to acquire them. They are ever moving on in a region of darkness, shadows and pitfalls, without any knowledge of the right way—ready to resent the offers of safe guidance, and follow every dazzling but deceitful *ignis fatuus*, into marshes and bogs that may prove fatal to them.

Illustration from the History of England.

Even in England, some centuries ago, when villenage, serfdom, or compulsory servitude became finally extinct, without the previously conferred intelligence that results from education to guide and regulate the newly-acquired freedom, some of the first effects were deplorable enough. That numbers of them abused their freedom is undoubted; though able, they refused to work; though good wages were offered, they declined to receive them; they preferred to lead idle lives, preying on the fruits of others' industry. They wandered about in parties as "vagrants," "sturdy rogues," "valiant beggars," and "staff-strikers" or "cudgel-players," infesting the kingdom with frequent thefts and robberies. Thus, instead of adding to the national wealth, they only wasted and consumed it. And, by plundering the capitalist and rendering all property insecure, they not only impoverished all ranks and classes, but thereby blindly diminished or exhausted the means of their own support. Hence the necessity of severe legislative measures to save society from utter dissolution. Against these evils, consequent on the transition from villenage to freedom, owing to the want of that intelligence which sound education confers, the English Government had energetically to struggle for upwards of two centuries; and with what severity the statute book, with its endless brandings, whippings, imprisonments, settings in the stocks, and public executions can well testify!

Application of the lesson to the case of Bengal ryots.

And if such was the critical state of things in England during a transitionary period of society, ought the lesson to be lost upon us in India, where society, on a vastly larger scale, under somewhat resembling circumstances, is beginning to emerge into the daylight of a freedom which no other Asiatic realm has ever enjoyed? Forewarned, ought we not to be forearmed? Ought we not to institute the means which alone can render the full assertion of liberty safe and wise and good? And what are these? Knowledge at least, with a capacity of reflection and forethought, habits of providence and frugality. And how are these to be obtained? How but by the extension of a sound education, without which as antecedent and concomitant, the bestowment or enlargement of personal freedom and other rights and privileges may, for a time, prove a curse and not a blessing.

Intelligence alone not enough. There must be a culture of the moral feelings.

But intelligence alone will not suffice. High intelligence may be allied with the grossest corruption or moral depravity. And if so, it will only hasten on the progress of decay and final ruin. No! there must be moral worth as well as intelligence; the prudential, domestic, social and other virtues, as well as the development of the cognitive faculties. We want the love of truth substituted for the love of lies; we want a sense of honour for abject meanness, of self-respect for contented self-degradation, self-reliance for slavish dependence; we want manliness for sneaking servility, straightforwardness for double-dealing, frank outspokenness for jesuitical concealment and reserve; we want honesty for fraudulence, fair-dealing for trickery and swindling, transparent sincerity for glozing hypocrisy and deceit; we want generosity for covetousness, justice for injury and wrong, benevolence for cruelty; in a word, we want the entire assemblage of the moral virtues or graces; and no education can be really worthy of the name which does not at least aim at the implantation of these ennobling qualities in the minds, hearts and consciences of the young. And such is the minimum of a sound education that is now so clamantly demanded by the dire necessities of the teeming millions of India.

Conclusion from the whole.

To conclude, if in the qualified and relative sense already explained, on a fair retrospect, it be found that all parties are more or less in the right, and more or less in the wrong; that all have more or less mutually to complain of; that all have more or less to plead in self-defence by way of palliation or excuse; why should not all, while sincerely lamenting and making amends for the past, agree at once to drop all further acrimonious or railing accusations which can only irritate and exulcerate men's spirits, and thereby convert temporary blains and blotches into cancerous and incurable distempers? Why should not all resolve to sacrifice all selfish partialities and all resentments for personal offences on the altar of a common patriotism? Why should not all strive as much as possible reciprocally to forgive and forget; to drop the mantle of charity over former shortcomings, and consign them to the grave of oblivion; to cherish sentiments of mutual kindliness and goodwill, and look for a reparation of the past in the conjoint development of a bright and glorious future? And while improvements of every kind should be encouraged, and, as far as practicable, introduced in every direction and in all departments, why should not all—Government, zemindars, planters, and general philanthropists—unite their best exertions in establishing and extending a vitalizing system of education without which the machinery of all other reforms will prove very much like a steam-engine without steam or governor, or ships with spread sails without wind or helm?

This no new conviction with me.

Extract from evidence before the House of Lords confirmatory, &c.

This has been my own conviction for the last 30 years; and it has only grown in strength with the lapse of time. Upwards of seven years ago, towards the close of evidence on the Bengal judicial system, given before a Committee of the House of Lords, after referring to the multiplicity and enormity of existing evils with their probable remedies, I was led to wind up as follows:—"It is the obtrusion of facts like the preceding which has led many to feel deeply that there are running sores, as it were, throughout the entire fabric and framework of Hindu society, which no mere improvement of legislation, or in the administration of the law or the police, will wholly reach. No amelioration in our legislative or judicial policy will reach the springs of some of those evils which I have attempted so inadequately to delineate. Their springheads are to be found in those deep-rooted superstitions which work so disastrously in deteriorating native society. Nothing we can do as law makers or law administrators can reach them effectually. Nothing, nothing can suffice but a real, thorough, searching, moralising, and I should individually say, Christianising course of instruction, which, by illumining the understanding and purifying the heart, will inspire with the love of truth and rectitude, and so elevate the whole tone of moral feeling and social sentiment among the people."

To describe what is meant by a "real, thorough, searching, moralising, Christianising course of instruction"

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Appendix, Part III.

What the maximum of a sound education must include.

What the minimum.

Without it no decided improvements can be effected for indigo, or ought else.

Goodwill to all, &c.

instruction"—its subject-matter, its direction, its discipline, its gradations, its living agencies, its varying and elastic organisation—forms no object of the present communication. In its completed form, it would, of necessity, include the careful inculcation of the grand soul-awakening, soul-illumining, soul-purifying doctrines and moral principles taught, with Divine authority, in the Bible. But I dwell not on the subject now. An education, far short of this perfection, yet sound and moralising, so far as it went, would, doubtless, do much, as far as the interests of this world are concerned. Let us have the more perfect form wherever we can, and let all who are under no shackles or restraints labour to promote and extend it to the uttermost. And where we cannot have the more perfect form, let us at least have an improved system, imbued and animated by its spirit, since, in such a mixed world as ours, when we cannot get the absolutely right, we must often be satisfied with the relatively right, or even the relatively expedient. My present design is mainly to show cause why some such system, at least as a minimum, is, in our present transitionary and critical circumstances, absolutely indispensable to promote the ends of good government, to lead to an amicable settlement of the indigo and other vexed social questions, to ensure the due administration of justice, the maintenance of peace and order, the augmentation of the comfort and happiness of all classes of the people; and, finally, to secure the honour and dignity of the British Crown, and the enduring stability of the British Indian Empire. Let this necessity be once fairly admitted, let the energetic resolve be adopted to supply it, and then will be the time for discussing all questions and considering all details relative to the ways and modes of practical operation.

In all that I have ventured to advance, I cast myself on the kind indulgence of yourself and the other members of the Commission. I never was, and never could be, an exclusive party man; and, therefore, some of my remarks may be displeasing to all parties, and others satisfying to none. If so, I cannot help it. I desire to cherish goodwill towards all men, and illwill to none. I rejoice in the good name, the good deeds, and the prosperity of any of my countrymen. I earnestly long, at the same time, for the education and advancement of the people of India. But I would not, in the false and fulsome spirit of flattery, attribute to either, qualities, merits, or deeds which did not belong to them. And if any word or expression has escaped me fitted to give unintentional umbrage, I can only fall back on the "*mens sibi conscia recti.*" That is my sheet-anchor. And I am not prepared to forego the testimony of a "conscience void of offence towards God and man," for the sake of gratifying friends or conciliating foes—of gaining the favour of the great, the smile of the mighty, or the applause of the people.

I have, &c.
(signed) *Alexander Duff*,
Cornwallis Square, 21st August 1860.

To W. S. Seton-Karr, Esq.,
President of the Indigo Commission, &c. &c.

STATEMENT respecting the EDUCATIONAL DESTITUTION in BENGAL and BEHAR.

I. *The Destitution.*

IN order to quicken and arouse the philanthropy of the people of Great Britain, and impel them to embark their utmost energies on the enterprise, the first point on which their most earnest attention ought to be concentrated and riveted is the fearfulness of our educational destitution.

Having to deal exclusively with the provinces of Bengal and Behar, we shall, for the sake of brevity, purposely confine our remarks to these; though we may add that careful inquiry has satisfied us, that, with regard to the matter now on hand, all the provinces of India, (northern and southern, eastern and western), with their 180 millions of inhabitants, belong substantially to the same category of educational destitution.

The aggregate population of Bengal and Behar, has been estimated, at the lowest reckoning, in round numbers, at 36,000,000.

Now, as regards the juvenile part of the population, from the most favourable average, furnished by European statists, it appears that 366 in 1,000, or about eleven-thirtieths of the whole people of any nation may be reckoned as under 14 years of age*, and that of this entire population of children three-sevenths are of an age to go to school, even when the school-commencing age is fixed at seven years complete. In India, however, the school-commencing age is, in point of fact, not seven, but five years. This would render the proportion of the juvenile population of the school-going age not three-sevenths, but about three-sixths or one-half. Let us now, then, actually apply these proportions to the case before us. In Bengal and Behar, as already stated, there is a population of 36,000,000, or thirty-six millions. Eleven-thirtieths of this aggregate will give us a juvenile population amounting to 13,200,000, or upwards of 13 millions. The half of this gives us 6,600,000, or upwards of six millions and a half, as the number of children of a school-going age.

Here the important question arises; of this vast aggregate of a school-going age, how many, apart from recent missionary† and Government operations, receive school instruction of any kind.

On this subject we are happily not left to the results of casual observation or loose conjecture.

In

* To prevent all misapprehension on the subject, it may be as well to state, once for all, that the writer of these remarks inserted, several years ago, in the "Calcutta Review," an article on the "Indigenous Education of Bengal and Behar," and that, in freely availing himself, in the course of the following observations, of the statements and conclusions of that article, he is only borrowing from himself

† These are purposely excluded from our estimate, because, however improved the quality of the instruction given in connexion with these, the number actually benefited by it is so small, compared with the teeming masses that are unaffected by it, as to resemble a drop in the ocean or an atom in the mountain.

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In 1835, Mr. Adam, a gentleman pre-eminently qualified by his knowledge of the people and their language, was appointed by that enlightened noblemen, Lord William Bentinck, as Commissioner, to "conduct inquiries into the state of native education in Bengal;" in other words, to ascertain, "with all attainable accuracy, the present state of instruction in native institutions and in native society;" his instructions plainly stating that the Government "deemed it more important that the information obtained should be complete as far as it went, clear and specific in its details, and depending on actual observation or undoubted authority, than that he should hurry over a large space in a short time, and be able to give only a crude and imperfect account of the state of education within that space." It is not too much to say that never were such wise instructions more wisely, energetically, or searchingly carried out. Of the multifarious results, or returns, of Mr. Adam's most minute and elaborate investigation, it is not too much to say that, considering the life and vigour which he infused into all his operations, and the unslumbering vigilance with which he superintended them down to the minutest items of detail, considering, too, the nature of his own official appointment and the full equipment which he possessed of all the official means, appliances, and agencies necessary to render his inquiry at once extensive in its scope, and complete and accurate in its details; it is not too much to say that the returns must be regarded as the most perfect of the kind ever yet obtained in India, and in general worthy of the most assured and undoubted confidence.

Looking, then, at the authoritative numerical tables, with which Mr. Adam has supplied us; and bearing in mind that under the term "instructed" are included all that have obtained any kind or degree of instruction, however humble, including even those who can merely decipher writing or sign their names, and often even that very imperfectly, we deduce this generalised result, that, in Burdwan, the most highly cultured of the specimen districts visited, only 16 per cent. of the teachable or school-going juvenile population do actually receive any kind or degree of instruction; and in Tirhut, the least cultured district visited, only 2½ per cent. receive any kind or degree of instruction; while the aggregate average for all the districts visited is no more than 7¾ per cent., leaving 92¼ out of every 100 children of the teachable age wholly destitute of all kinds and degrees of instruction whatsoever! And taking this as a fair, legitimate, and inductively established average for all Bengal and Behar, with their many millions, how fearful, how utterly appalling the aggregate amount of educational destitution! since there are, as we have already seen, in these two provinces, 6,600,000, or upwards of six and a half millions of the school-going age; and since of these, only 7¾ in 100 receive instruction of any kind, it must follow that only 511,000, or about half a million, receive any kind of instruction, leaving 6,088,500, or about six millions of children, capable of receiving school instruction, wholly uneducated! That is, a number of school-going children in the provinces of Bengal and Behar alone wholly uneducated, greatly more than double the aggregate of the entire population of Scotland, including men, women, and children.

But the mind cannot adequately realise the aggravated nature of such destitution, unless it be distinctly remembered, that a wholly uneducated juvenile population must give us a wholly uneducated adult population.

Not satisfied, however, with deducing this as a necessary consequence from his tables of juvenile educational destitution, Mr. Adam, in order to ensure the strictest accuracy, resolved, for the sake of comparison, check, and correction, to institute rigid inquiries into the numbers of the infant and adult population, or persons below five and above fourteen; as also, into the respective number of the latter, or adult population, that were more or less instructed, or wholly uninstructed. From the tables and statements which he has furnished under this head, we deduce this as the result: viz., that the aggregate average of more or less instructed adults for all the districts visited is no more than 5½ per cent., leaving 94½ of every 100 adults wholly destitute of all kinds or degrees whatsoever of school instruction. What, then, must be the amount of educational destitution among the adult population of Bengal and Behar with their many millions? The sum total, as we have already seen, of the population in these two provinces is 36,000,000, or thirty-six millions. Deducting from this amount the juvenile population of 13,200,000, or upwards of thirteen millions, it will leave 22,800,000, or nearly twenty-three millions as the aggregate of the adult population.

But we have already found that, of the adult population, only an average of 5½ in 100 have received instruction of any kind. It will hence appear that, of the entire adult population of about 23,000,000, only 1,254,000, or about a million and a quarter, have received school instruction of any kind; leaving 21,546,000, or upwards of twenty-one and a half millions of adults, wholly uneducated; that is, a number of adults in the provinces of Bengal and Behar alone, wholly uneducated, considerably exceeding in amount the entire aggregate of the population of England and Scotland united, including men, women, and children. What a tremendous conclusion to have been arrived at, is this. Upwards of six millions of children of the school-going age, and upwards of twenty-one and a half millions of adults, in the provinces of Bengal and Behar alone, without one shred or tittle of school instruction of any kind or degree, however humble, meagre, or inadequate.*

Thus to look down on an expanse of absolute ignorance, a sheer intellectual and moral waste, would be sufficiently painful. But, alas, there is something more painful still, and that is, to look down on a region that is not merely sterile of all that is useful or wholesome, but spontaneously prolific of all that is unprofitable and noxious. Now, that is precisely what truth and reality—justice to the great cause we advocate, and justice to the people of India—imperatively demand of us. Mr. Adam was too much disposed to view the whole case negatively: in other words, to treat it simply as a question of ignorance. Even then, as we have seen,

* Facts like these may help the friends and supporters of the British and Foreign Bible Society to understand better the force of some of the statements in the recent minute or memorandum of the Calcutta Auxiliary, which went to check, or even rebuke, the over sanguine expectations of many relative to India as a field for the immediate and universal distribution of the Bible.

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Appendix, Part III.

seen, on his own showing and in accordance with his own clear admissions, the contemplation is a harrowing one. But how much more so does it become when we reflect, that as regards the overwhelming majority of the juvenile and adult population, there is not merely a total absence of school instruction of any kind for good, but the positive presence and ever active energy of an education of circumstances for all manner of evil?

II.—*The Education of Circumstances.*

As regards actual innate ideas or impressions, the mind of man may be truly allowed, agreeably to the phraseology of Locke, to come into the world as unvaried a blank as "a sheet of white paper." But, then, all sound philosophy, backed by Scripture and experience to boot, must convince us that, though destitute of actual innate ideas or impressions, the mind does come into the world endowed with various innate powers, susceptibilities or tendencies, which only await the presentation of their appropriate objects to ensure their various and fitting development. In this truer aspect of the case, the mind may be said rather to resemble "a sheet of white paper" which has been written all over with divers chemical solutions, the letters, words, and sentences remaining wholly invisible, until brought in contact with heat, or any other exciting cause, fitted to reveal them in perceptible legible forms. The mind of man, somewhat similarly endowed with latent and undeveloped powers, susceptibilities, and tendencies, is, immediately on its introduction on the actual stage of time, plunged, as it were, into an atmosphere of circumstances which, calling these varied powers, susceptibilities, and tendencies into active exercise, impart unto them all their own peculiar tinge and colouring. It is thus that the intellectual and moral faculties are most influentially moulded, the future life and character most effectually shaped and formed. The manners, language, and pleasureable associations of earliest youth, become the habits of maturer years. The feelings, prejudices, and predilections of the susceptible mind of the child become the predominant feelings, prejudices, and predilections of the indurated mind of the man. In this view of the case, we cannot but respond to the truth and accuracy of the sentiment expressed by a British journalist, when he exclaims, "How infinitely small is the education which is obtained at school, compared with that which is obtained at home! The formation of habits, and the acquisition of rules of conduct, the most efficacious of all processes of education, take place outside the walls of schools, and are derived chiefly from example and association in infancy. It is, indeed, in the dwellings of the people that the mind and character of the people are formed, that their physical frames are matured, their moral natures educated, their judgments guided and directed, and that their future place in the scale of morality and intellect is determined."

Such being the acknowledged potency of the education of external circumstances, let us consider, for a moment, the social atmosphere into which every Hindu is plunged from the very dawn of his palpable being! What sights and sounds encompass him all around, by night and by day, imprinting the most vivid images of sense on the captive mind, and exciting the most carnal propensities of the unregenerate heart! The subject is too vast to be entered on here; we can only passingly and incidentally allude to it. It would require whole volumes to depict the endless round of shows, spectacles, and revelries—the monotonous circle of mechanical forms, frivolous rites, and ceremonial mummeries—which constitute the popular worship of Hinduism, and endow it with resistless fascinations to infantile minds, whether of earlier or of riper years.

Now, viewed in reference to its effect on the intellect only, what must be the influence of a system like this in perpetual operation?—a system which robs the Divine Being of every attribute fitted to awaken veneration, gratitude, or love—a system which, virtually and practically, converts cows, monkeys, dogs, jackals, squirrels, birds, and other animals—trees, plants, books, wood, stone, and other lifeless substances—into gods or objects of religious reverence—a system studiously inculcating as worship a mass of trivialities such as one would think "could only be practised by infants taught to do so by their nurses, or by persons devoid of intellect!" What, we ask, must be the direct and legitimate influence of such a system on the intellect of its enthusiastic votaries, young and old? What can it be, except a resistless influence in depraving the reason and judgment, in crippling and degrading the cognitive powers, in paralysing the energies of original thought, in fettering or even crushing the spirit of inquiry, in contracting, if not wholly annihilating, the capacity of accurate discriminative discernment; in a word, in superinducing and perpetuating a state of hopeless childhood and mental imbecility?

And if such be the inevitable effect of the existing system of things on the intellect, still more disastrous is the influence which it exerts on the moral nature of the Hindu community.

In the existing circumstances of that community, there is not merely the absence of any principles fitted to elevate the moral character, but the positive presence of every principle fitted to destroy it. Think of the mantras or popular formularies for inflicting damage or mortal injury on enemies; think of the rites and ceremonies for obtaining success in invading the rights of property and violating the sanctity of a neighbour's home; think of the promiscuousness with which persons of all sexes, with scarcely a covering, perform their ablutions in tanks and sacred streams; think of the wanton and lascivious dances, constantly exhibited before the idols, with their fitting accompaniments of filthy and abominable songs; think of the apathy, the hard-heartedness, the unfeeling disregard of human suffering produced by the distinctions of caste, the self-inflicted cruelties, and the brutal exposures of the sick and the dying; think of the boundless license to all vice and crime afforded by the un-eemly characters of the gods, the very objects of devotion and worship, whose unworthy exploits are perpetually rehearsed amid the excitement of festivity, music, and song; how they quarrelled with each other, kicked and abused each other, and in their various social feuds and domestic scuffles often bore away the most unmistakeable badges of their folly and shame in the loss of an eye, a tooth, or a head; how in their personal bearing and demeanor towards others they were ever and anon guilty of the worst possible excesses — excesses of dishonesty and fraud, of lying and deceit, of intemperance and licentiousness, of ferocious cruelty and bloody revenge; in a word, how the popular gods of Hinduism, whose lives and actions are constantly imaged before the mental eye of their deluded

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deluded votaries, are beings who seem to differ from the most depraved of the race of man only by their superiority in power and wickedness, beings whose society, if they were merely human, would be systematically shunned by the wise and the good; think of all this, with seriousness and sobriety, and then say, whether the unavoidable tendency of the whole be not to blunt the sense of decency, to extinguish all feeling of delicacy, to replenish the imagination with thoughts of impurity, to pollute the best of the affections, to sear and deaden the conscience, and so render it insensible to the distinctions of right and wrong, truth and falsehood, to stunt the growth of every nobler and more generous aspiration, to excite into inordinate development every grosser and more prurient inclination of the naturally corrupt heart; in a word, to habituate to scenes, sentiments, and practices which cannot fail to issue in a depravation of all morals and a deterioration of all manly character. And yet, is not this, with the exceptions so few, and modifications so partial and unimportant, as not materially to affect the general estimate, is not this indisputably, in its broad and characteristic lineaments, a painful but faithful portraiture of the actual condition of the great masses of the native population?

The intellectual and moral condition of the wholly uninstructed masses, constituting the overwhelming majority, we have now briefly glanced at. And surely the picture is a dark enough one. Nor is the dark shade much lightened, when we fix our gaze on the intellectual and moral condition of the partially or inadequately instructed minority. That minority consists of two divisions—the smaller, those who enjoy a learned; the larger, those who enjoy an elementary education.

III. *Learned Education.*

The state of those who enjoy a learned education may again be considered with reference to the great divisions of the population, the Musalmans and the Hindus. Of the former, the grand media of instruction are the Persian and the Arabic; of the latter, the Sanskrit.

In the Persian schools, Mr. Adam found the course of instruction possessed of a more comprehensive character than that pursued in the Bengali schools. And it might be supposed, says he, "that the moral bearing of some of the text-books would have a beneficial effect on the character of the pupils; but as far as I have been able to observe or ascertain, those books are employed, like all the rest, solely for the purpose of conveying lessons in language—lessons in the knowledge of sounds and words, in the instruction of sentences, or in anecdotal information, but not for the purpose of sharpening the moral perceptions or strengthening the moral habits. This, in general native estimation, does not belong to the business of instruction, and it never appears to be thought of or attempted. Others will judge from their own observation and experience, whether the Musalman character, as we see it in India, has been formed or influenced by such a course of instruction." Mr. Adam distinctly informs us, as the result of his own observation, that the Muhammadan possessed no "moral superiority" over the Hindu. Indeed, he might well have added, that while negatively there is nothing in what is taught fitted to "sharpen the moral perceptions or strengthen the moral habits," there is a vast deal in the works studied which is calculated to blunt or pervert the intellectual powers, vitiate the moral feelings, and steep the whole soul and body in a very quagmire of pollution.

Of Arabic schools there are two sorts, which may be contra-distinguished as Formal Arabic and Learned Arabic, properly so called.

The former of these institutions may be described as intended exclusively for instruction in the formal or ceremonial reading of certain passages in the Koran.

"The whole time," says Mr. Adam, "stated to be spent in school varies from one to five years. The teachers possess the lowest degree of attainment to which it is possible to assign the task of instruction. They do not pretend to be able even to sign their names; and they disclaim altogether the ability to understand that which they read and teach. The mere forms, names, and sounds of certain letters and combinations of letters they know and teach; and what they teach is all that they know of written language, without presuming or pretending, or aiming to elicit the feeblest glimmering of meaning from those ample vocables. This whole class of schools is as consummate a burlesque upon mere forms of instruction, separated from a radical meaning and purpose, as can well be imagined. The teachers are all *Kath Mollas*, that is, the lowest grade of Musalman priests, who chiefly derive their support from the ignorance and superstitions of the poor classes of their co-religionists, and the scholars are in training for the same office." After such a statement, we need not be surprised at Mr. Adam's conclusion, that "no instruction can be more insignificant and useless, and in every respect less worthy of notice than those Arabic schools, viewed as places of instruction."

The Learned Arabic schools, properly so called, are of course of a higher order. They are intimately connected with the Persian, and almost imperceptibly run into each other. The subjects taught are somewhat varied. The works on grammar occupy a prominent place. Complete courses of reading on rhetoric, logic, and law are embraced. The external observances and fundamental doctrines of Islam are minutely studied. The works of Euclid in Geometry, and Ptolemy on Astronomy in translation are not unknown; other branches of Natural Philosophy are also taught; and the whole course is crowned by the perusal of treatises on Metaphysics, deemed the highest attainment of the instructed scholar. "Perhaps," remarks Mr. Adam, "we shall not err widely, if we suppose that the state of learning amongst the Musalmans of India resembles that which existed among the nations of Europe before the invention of printing."

This is the most favourable picture, which, in a generalised way, can be given of these Arabic institutions; for, in none of them singly can it be found fully realised.

And if the subjects taught be not by any means of a liberalising and edifying character, the deficiency is certainly not supplied by any redeeming qualities in the mode of teaching or the system of discipline. No words can possibly convey any adequate conception of the indolence and listlessness, the drowsiness and sleepiness, the disorder and anarchy, which reign paramount in a Persian Arabic institution.

From such a course of teaching and discipline, what beneficial effect on the mind and character could possibly be expected to result? To suppose any such sanatory influence possible would be to annihilate

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Appendix, Part III.

annihilate or reverse the established laws of antecedence and consequence. Perhaps the only consolation consists in knowing, that in the provinces of Bengal and Behar, the whole scheme of purely Arabic education is prosecuted by comparatively so small a number of students; for, when we reflect on the genuine spirit of the Muhammadan system, how it inculcates a rigid *monotheism*, or lifeless empty deism, which, "by denying the Trinity, and with it all personal manifestation of the Deity, limits its idea to the depths of eternity, without admitting any true or living communication of the Godhead with what appertains to time, and thereby naturally allures the metaphysical pride which, in this abstraction, hath made itself its own God"; how the sensual *Eudæmonism*, to which it "opens so free a scope, must rally round the apostle of lust, the multitude that burns with all the passionate glow of the fervid South, and place under his control all the wild fiery energies of that region;" thus re-establishing the reign of sensuality on earth, to be terminated by a "paradise of lust" in the world to come; how the Ethical *Pantheism* which it professes, while it furnishes a pretext, a motive, and a palliation to all the pretences of the mighty, to the ambition of usurpers, the violence of pride, and the arrogance of tyranny, and at the same time consoles and disarms the injured and the oppressed by the inevitableness of destiny, must draw to its preacher the men of the sword, of violence, and of blood; thus encouraging the craving thirst for conquest, stimulating the malignant passions of hatred and revenge, and even commanding "irreconcilable enmity, eternal warfare, eternal slaughter, to propagate throughout the world a belief in its blood-stained prophet of pride and lust." When we calmly reflect on all this, we may be disposed to reckon it a gracious interposition of Providence, that the study of the higher Arabic Literature is, in point of numbers, at so low an ebb, instead of regretting that the more advanced disciples of this "pure old doctrine of all-conquering Islam and of all-surpassing faith" are so few in number, and drink so scantily at its original well-heads.

We now come to the other great class of learned schools, or that in which the literature, law, philosophy and religion of the Hindus are taught through the medium of the Sanskrit language.*

To a certain extent, Sanskrit learning, is open to all respectable classes of native society. Castes, inferior to the Brahminical, may study the more secular branches, such as grammar and lexicology, poetical and dramatical literature, rhetoric, astrology and medicine. But the higher and more sacred branches, such as law, the six systems of philosophy, and the mythological poems are the peculiar inheritance of the Brahman caste. Such, in theory, is "the distinction recognised in the legal and religious economy of Hinduism; but, practically Brahmans monopolize not only a part, but nearly the whole of Sanskrit learning." In the Behar districts, visited by Mr. Adam, both teachers and students, without a single exception, belonged to that caste; and the exceptions in the Bengal districts were comparatively few.

As to the subject-matter of learned instruction in Sanskrit, it is not possible, within our narrow limits, to do more than briefly allude. In philology, grammar, lexicology, there is much that is good; though even these are strangely mixed up with what is idolatrous and superstitious.

In poetry, the drama, rhetoric and general literature, with much that is harmless, there is a vast deal of what is utterly demoralizing.

Even the study of law is made the vehicle and cherisher of false religion in its most idolatrous forms. And, as if superstition were inherent in the soil of this land, and all-pervading in its atmosphere, it must, even in the department of legal scholastic discipline, cause its claims to be heard, and the feelings which it engenders to be systematically cherished.

In the department of logic, there is much that is eminently fitted to acuminate and subtilize the intellect; but the system, as a whole, must be regarded as tending to waste its powers on hair-splitting distinctions, and to paralyse its energies by the expenditure of these on the pursuit of what is frivolous, or meaningless, or useless, or worse. The stupendous pile of subtleties, which, throughout the entire cycle of the middle ages, the European mind, for lack of more wholesome nutriment as well as more fitting materials to work on, continued ingeniously to spin out of its own substance, and which it required the "Reformation" of a Luther and the "Instauration" of a Bacon, with the convulsions of empire and the crash of ancient institutions, to sweep away, can alone convey an approximate conception of the masses of sharp-edged organa and gossamer-like tenuities, that have accumulated in our Indian schools of logic, and constitute the staple commodities of intellectual production and distribution there.

Besides these principal grades of schools of learning, there are seminaries for the inculcation of other branches of Sanskrit lore, which must not be wholly passed by unnoticed.

There are medical schools, for the study of the most approved medical shastras, which whilst containing much that is useful, though inextricably intermixed with the strangest fallacies and quackeries, have, in their own department, exercised for ages a supremacy, "so absolute, and undisputed, as to have repressed all independent inquiry, observation and experiment."

There are astrological schools, which embrace the teaching of the art of divination and the casting of nativities by the situation and aspect of the stars, as if modern science were a fable, and the triumphs of modern philosophy a dream!

There are philosophical schools, in which theistic, atheistic, atomic and ideal schemes of philosophy are propounded with as much zeal, as if they were the happy discoveries of yesterday, instead of the periodically-reviving and periodically-exploded errors of successive ages and of different climes.

There are *Pauranic* or Mythological schools, in which are read portions of the 18 *Puranas*, with selections from the *Ramayuna* and *Mahabharat*, the gigantic epic poems of India, containing fabulous accounts of the creation, the genealogy and achievements of incarnate gods and heroes, with all manner of wild and extravagant legends.

There are *Tantric* schools, in which are taught those works that are employed in explaining the "formulas peculiar to the votaries of Shiva and the female deities, by which they seem to obtain supernatural

* Let it be noted that our objections refer exclusively to the subject-matter usually taught through the medium of the Sanskrit and other learned languages, not to the languages themselves, when taught for purely philological and ethnological purposes.

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supernatural powers and accomplish objects either good or bad for themselves or others." The followers of this Tantric system are, even among Hindus notoriously "intemperate and licentious in their habits and manners, not only believing that the use of intoxicating liquors and an unlimited indulgence in licentiousness is permitted, but that it is enjoined by the system which they profess."

There are *Vedantic* schools, in which are read the *Bhagavat Gita*, a celebrated episode of the Mahabharat, unfolding a curious scheme of half-mythological, half-philosophical rationalism; the *Vendanta Sara* and other treatises expository of *Pantheism;* a system, which in its more ideal and spiritual, not less than its grosser forms, impiously confounds the creature with the Creator, inflates the soul with a pride vastly more towering than that of stoicism, sanctions or inculcates the popular polytheistic idolatry, enforces the abhorrent dogma of transmigration through the varied forms of animate and inanimate nature, and, by authoritatively teaching that final beatitude consists in a literal immersion or absorption of the human spirit in the unfathomable abyss of the Divine essence, virtually points to the atheist's hope and godly man's fear, a moral and intellectual annihilation.

But, apart altogether from the distorted views of moral and religious truth inculcated in the Sanskrit institutions and the perverted habits of mind contracted in acquiring them, Mr. Adams himself distinctly admits that in them both teacher and taught are only wasting their time, their learning and their powers on a vast deal of what is utterly frivolous, or useless, or worse.

"The native mind," says he, "of the present day, although it is asleep, is not dead. It has a dreamy sort of existence in separating, combining, and recasting in various forms the fables and speculations of past ages. The amount of authorship shown to exist in the different districts is a measure of the intellectual activity which, however now misdirected, might be employed for useful purposes. The same men who have wasted and are still wasting their learning and their powers in weaving complicated alliterations, re-compounding absurd and vicious pictures revolving in perpetual cycles of metaphysical abstractions never ending, still beginning, have professed to me their readiness to engage in any sort of literary composition that would obtain the patronage of Government."

And it is a notable fact, that when our professedly Christian Government proposed to establish and endow the present Sanskrit College of Calcutta, the illustrious Raja Rammohun Roy, himself one of the profoundest scholars in Eastern and Western lore, felt constrained, as a patriot and philanthropist, to address to our supreme authorities an earnest remonstrance against it.

"The proposed seminary, or Sanscrit College," said he, "similar to those which existed in Europe before the time of Lord Bacon, can only be expected to load the minds of youth with grammatical niceties and metaphysical distinctions of little or no practical use to the possessors, or to society. The pupils will there acquire what was known 2,000 years ago, with the addition of vain and empty subtleties, since produced by speculative men, such as is now commonly taught in all parts of India. The Sanskrit language, so difficult that almost a life-time is necessary for its acquisition, is well known to have been for ages a lamentable check on the diffusion of knowledge; and the learning concealed under this almost impervious veil is far from sufficient to reward the labour of acquiring it. If it had been intended to keep the British nation in ignorance of real knowledge, the Baconian philosophy would not have been allowed to displace the system of the schoolmen, which was the best calculated to perpetuate ignorance. In the same manner, the Sanskrit system of education would be the best calculated to keep this country in darkness, if such had been the policy of the British Legislature."

When, then, to the useless, the frivolous, and the puerile acquisitions of Sanskrit learning, which instead of truly bracing and invigorating the mental faculties, tend rather to dilute and ruffle them into a vain and subtilizing spirit of error, we add the towering pride thereby engendered, the callousness of feeling, the total insensibility to the wants and miseries of man, together with the defence which it involves and entails of all that is blasphemous in erudite Pantheism, and all that is revolting in the popular idolatry; we surely have a picture, in which the semblance of each better light is wholly shrouded and eclipsed by the reality of the darksome shadows.

IV.—*Elementary Education.*

Let us now turn to the indigenous system of elementary education, whether public or private; *i. e.* whether carried on in public schools or in private families.

1. Look at the subject-matter, or nature and amount of the instruction communicated.

At the outset, it may be noted, that in purely indigenous schools, the use of printed books in the native language appears hitherto to have been wholly unknown; and except in a few districts, the number of schools in which written works or manuscript text books, are not employed, vastly exceeds the number in which they are used. How then, in the former description of school, is the business of education conducted? Why, simply thus:—All that the scholars learn is acquired from the oral dictation of the master. What is so acquired is firmly lodged in the memory by dint of incessant repetition, without any understanding, for a long time, of what meaning the sounds, so imitated, convey.

But the point of chiefest importance is that which concerns the subject-matter of what is taught, whether orally, or by the aid of manuscript text books. What constitutes the staple or substance of the intellectual, moral and religious provision which is supplied to the opening mind of ingenuous Hindu youth? As regards the use of particular pieces of compositions, there is considerable variety, some being employed in one locality and others in another; one or two only being found in some schools, and a large number in others. But, as regards their general and essential character there is a distressing sameness, a terrible uniformity. Apart from the rhyming arithmetical rules of *Subhankar*, a writer, whose name is as familiar in Bengal as Cocker in England, without any one knowing who or what he was, or when or where he lived—these scholastic compositions and text books consist of translated extracts of wild and extravagant legends from the Purans and other shastras, more particularly works describing the adventures and loves of Radha and the incarnate god Krishna, together with the boyish amusements of the latter, such as his boating pleasures on the Jumna in the neighbourhood of Brindavan, and the tricks which he played the milkmaids with his youthful companions. There are also hymns or songs without number, in praise of the goddess Durga and other popular divinities. But

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Appendix, Part III.

the works or pieces that are best known and in most general use throughout the country appear to be the following:—The *Chánakya*, a series of slokes or brief sententious sayings, in the proverbial style, avowedly in praise of learning and precepts of morality; the *Gangá Bandaná*, describing the virtues of the river goddess; the *Saraswati Bandaná* or salutation to the goddess of learning, which is committed to memory by frequent repetition, and is daily recited by the scholars in a body before they leave school, all kneeling with their heads bent to the ground, and following a leader or monitor in the pronounciation of the successive lines or couplets; the *Gura Bandaná*, a doggrel composition containing an expression of the respect and devotion due from the scholar to his teacher; the *Guru Dukhiná*, another doggrel composition, which in glowing terms describes the fee or reward which Krishna and his brother Balarám gave to their teacher, after having finished their education, and which is constantly sung by the elder boys of a school from house to house to elicit donations for their master.

But no mere general description can convey the remotest conception of the genuine nature and character of these almost universally current school compositions. Of these, by far the most respectable is the *Chánakya*, which does contain many passages that are negatively unexceptionable, and a few that are positively good. But even its best parts can scarcely be said to rise beyond the inculcation of a secular sort of prudence, and never ascend, even in incidental allusion, into the lofty region of pure and godlike morality, the morality of essential truth, inflexible rectitude, unspotted holiness, and disinterested love. On the other hand, the work constantly descends into dead levels and depths far beneath the platform of a worldly-wise and enlightened prudence. The spirit of enmity, revenge, selfishness, covetousness, and carnal indulgence seems not sanctioned merely, but positively inculcated. We quote a few slokes as specimens:—

"A man should be kind and liberal to some enemy, that he may by his assistance be able to kill another, as he would pick out the thorn sticking in his feet by means of another thorn.

"No trust should be placed in rivers, in creatures armed with claws or horns, or in men with weapons in their hands; neither in women or royal races.

"For a time of adversity it is proper to preserve wealth, which, however, may be expended for the preservation of your wife; but you should always preserve your personal welfare even at the sacrifice of your wife or wealth.

"A wife is requisite for the purpose of having a son, a son is requisite for the purpose of offering funeral rakes, a friend is requisite for assistance in time of need, but wealth is requisite for all purposes.

"Possessing plenty of eatables, a good appetite, the power of sexual intercourse, handsome wives, a liberal heart, and property, are the sure indications of the meritorious actions of man in his former life.

"Fresh meat, soft rice newly prepared, cohabitation with young women, fresh clarified butter, warm milk and tepid water, are the six things which are beneficial to life."

We may next notice the *Ganga Bandaná*, or hymn in praise of the Ganges, as a genuine specimen of that description of popular scholastic composition. As it is short we shall give it entire, leaving it to the reader to infer the state of mind that can believingly entertain the sentiments expressed in it, and joyfully and triumphantly give them utterance. It is as follows:—

"O Ganga! the river of the gods, whom the Purans declare to be the purifier of the fallen and the most ancient, to thee I pay my reverential bow. Thou art sprung from the foot of Vishnu, art called Brahamahi (fully dissolved), and art alike the mother of the gods, giants, and men. Thou didst reside in the drinking pot of Brahmá, and wast with him sanctifying his whole region by thy presence. But observing the wickedness of living creatures, and intending to destroy their fears of death, thou goddess of the gods, hast come down to this world. Bhagiratha, a descendant of the solar race, first showing thee the way, conducted thee to this earth below. The most sinful and misbehaved, merely by touching thy waters, ascend up to heaven with their corporal frame entire. Thy waters are perfectly pure, and the fruits of drinking them are so various, that even Brahmá and Vishnu could not describe them. Who can speak of thy glory, since, Shulapani (the spear-handed Shiva) holding thee on his head, thought himself d gnified! If rice, herbs, &c., be dressed in thy water, the gods would take the same, considering them as a rarity. That boiled rice also becomes full of ambrosia, and, according to Vyása, the taking of it destroys the fear of death. The place of thy junction with the sea is equal to Bikuntha in sanctity, and its importance is so great that neither Brahmá nor Vishnu could fully appreciate it. The very sight of it takes away all the sins of men. Thy waters possess such transcendent qualities that if a man (whether he be of low birth, a Sudra, or a religious mendicant) were to bathe in them on the last day of Pous, he secures for himself a mansion in the heaven of Vishnu. The very utterance of thy name is all that is necessary for directly sending a person to the abode of Vishnu without the necessity of his visiting the realm of Yama. When the father, mother, son, or wife of a person unceremoniously throws his lifeless corpse upon the burning pile, and with feelings of abhorrence returns home, after having bathed in thy waters, it is thou who at that moment takest him into thy bosom. The kindred and friends who loved him, while he had the power of acquiring, mourn over his death only for a day or two. In such dreadful times none but thy feet are his real friends. No sooner is the dead carcase of an individual, partly eaten up by crows and jackalls, drifted by any means to thy shore, than hundreds of heavenly nymphs, holding fans in their hands come down and wait on him. I would rather be a lizard, a crab, or even the young one of an emaciated bitch, and live near thee, than be the lord of millions of elephants in a place not sanctified by thy presence. Worms, insects, and birds, even kings, down to millions of other living creatures, are equal in thy sight. If the most sinful and wicked once touch thy waters during their whole lifetime, thou becomest a shelter to them on the last day. Even if, from the distance of a hundred yajanas (or 800 miles) from thy stream, a person were to utter thy name, immediately does he become perfectly holy. The ashes of the descendants of Sagar who had been destroyed by the curse of a Brahman, having come in contact with thy waters, assumed human forms with four hands, and ascended up to Baikuntha (the heaven of Vishnu). Thy glory, oh, Ganga, is far beyond my power to describe; the Agama and Purans unfold it at full length."*

Having

* Shishubodh.

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Having requested an intelligent and respectable native to furnish us with a set of the slokes or metrical couplets, which he had learned *memoriter*, when in the *Patshala* or vernacular school, he sent one as a specimen, accompanied with a literal translation in English, and enclosed in a note, of which the following is a *verbatim et literatim* copy:—

"Sir,—I beg to state that when I was translating this sloke, which I learnt by heart when very young, from my *Guru mahashai*, or teacher, without at the time understanding the meaning of it, whether it implied a dog or an ass, a kind of unpleasurable sensation arose in my mind which made me, indeed, miserable. Afterwards the whole mind rebelled with frown and anguish against the ideas which that sloke conveys, as if they were more than virulent venom, fit only to bring destruction on man. Therefore I humbly beg that you will kindly excuse me for not translating the other slokes, which are more or less obscene than the one already translated, for I am afraid they will make me unhappy too, nay, they will make me worse. I wish that all the waters of forgetfulness would come to wash away from the tablet of my memory such slokes as these; they are most baneful. "I have, &c. &c.

"————."

While the translated sloke is of so gross a nature that we dare not insert it here, we need scarcely add that we hastened to release our native friend from the odious task which we had unconsciously imposed upon him, with feelings of deep and unfeigned regret at the discovery, that one portion of the vernacular scholastic instruction is, in some respects even worse than our previous experience of its puerile and legendary absurdities, or its idolatrous and barbarous teachings, had led us to expect or conceive.

2. Look at the system of discipline. This is a subject which apparently did not attract Mr. Adam's attention; but as it is one of vast importance in enabling us to arrive at a just and sober estimate of the genuine character and practical effects of the existing system of scholastic tuition, we must endeavour to supply a few brief notes founded on our own inquiry and experience.

If the scheme of teaching be throughout one of dull, dry, plodding, monotonous mechanism, acting on head and heart with all the force of a congealing efficacy, the scheme of discipline may be truly characterised as throughout a reign of terror. Kindness, patience, generosity, love, all are alike unknown here. Fear is the first and last and only motive brought into play; punishment the first and last and only stimulant. In varying the modes of this punitory discipline, the utmost ingenuity is exercised. With the cane the master is always armed, as with an instrument as indispensable to his vocation as the eyes for seeing, or the ears for hearing, and it is in constant and faithful exercise. The open palm and clenched fist are also vigorously applied to the back, the cheek, and the head. These are but the common droppings that fall with the frequency and fulness of tropical showers. Of the other varieties constantly exhibited, the following may be taken as those of most ordinary occurrence. A boy is made to bend forward with his face toward the ground; a heavy brick is then placed on his back, and another on his neck, and should he let either of them fall within the prescribed period of half an hour or so, he is punished with the cane. Or a boy is condemned to stand for half an hour or an hour on one foot, and should he shake or quiver, or let down the uplifted leg before the time, he is severely punished. Again, a boy is made to sit on the floor in an exceedingly constrained position, with one leg turned up behind his neck. Or still worse, he is made to sit with his feet resting on two bricks, and his head bent down between both legs, with his hands twisted round each leg so as painfully to catch the ears. Again, a boy is made to hang for a few minutes with his head downwards, from the branch of a neighbouring tree. Or, his hands and feet are bound with cords; to these members so bound, a rope is fastened, and the boy is then hoisted up by means of a pully attached to the beams or rafters in the school. Again, nettles dipped in water are applied to the body, which becomes irritated and swollen; the pain is excruciating and often lasts a whole day; but, however great the itching and the pain, the sufferer is not allowed to rub or touch the skin for relief, under the dread of a flagellation in addition. Or the boy is put up in a sack along with some nettles, or a cat, or some other noisome creature, and then rolled along the ground. Again, the fingers of both hands are inserted across each other with a stick between, and two sticks without drawn close together and tied. Or, a boy is made to measure so many cubits on the ground, by marking it along with the tip of his nose. Again, four boys are made to seize another, two holding the arms and two the feet; they then alternately swing him and throw him violently to the ground. Or, two boys are made to seize another by the ears, and with these organs well outstretched, he is made to run along for the amusement of the by-tanders. Again, a boy is constrained to pull his own ears, and if he fail to extend them sufficiently, he is visited with a sorer chastisement. Or, two boys, when both have given offence, are made to knock their heads several times against each other. Again, the boy who first comes to school in the morning, receives one stroke of the cane on the palm of the hand; the next receives two strokes; and so each in succession, as he arrives, receives a number of strokes equal to the number of boys that preceded him; the first being the privileged administrator of them all. When a boy wants to go out, the common practice is to throw a spittle on the floor; if it dries up before he returns he is punished with the cane; or, if not, a boy hostile to him, may, with or without the cognisance and connivance of the master, come and wipe it out, in order to insure his punishment. When, instead of teaching, the *Guru mahashai* or master betakes himself to the making or copying of almanacs and horoscopes, as he constantly does, to eke out his scanty allowances, the boys, too, very naturally betake themselves to extraneous modes of diversion and employment, such as playing and pinching, chattering and frolic, waggery and abuse; but when forgetting themselves too far, they become obstreperous and the noise swells into tumult, the teacher is suddenly roused into red burning wrath, and gives vent to his uncontrollable fury in a crushing tempest of indiscriminate flagellation, intermingled with the loud sound of vituperative epithets too gross and shocking to be recorded here.

No wonder though the *Patshala* or vernacular school should be viewed, as it uniformly is, as an object of terror by the young. The conductor of it is the ghost that haunts and scares the young. When a child misbehaves, the most severe and awe-inspiring threat of the mother is, "call the Guru mahashai to take him to school." Apart from

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Appendix, Part III.

from its general influence in paralysing the intellectual and moral powers, this system of terror leads to many specific practices of a baneful tendency. It superinduces the habit of crouching servility towards the master in his presence, and the rendering of many menial and even dishonest services. To propitiate the dreaded tyrant, the boys are glad to prepare his hookah, to bring fire for smoking, gather flowers for his puja, sweep his lodging, wash his brazen pots, cleave thick pieces of wood for fuel, &c. They are induced to go to the bazaar with their written plantain-leaves, and to give them to the shopkeepers as packing materials, in exchange for cowries, fish, tobacco, fruits, betel-nut, pawn, &c., which they present as offerings to the master; or they are positively encouraged, for his sake, to bring, that is in reality to purloin or steal, wood, rice, salt, dhal, oil, &c. from home, or from any where else; seeing that those who succeed, by fair means or foul, in presenting such gifts most frequently, have the best chance of escaping the dreaded rod, the best chance of being praised for cleverness, though the greatest dunces; for diligence, though the greatest sluggards; and for knowledge, though the greatest ignoramuses.

On the other hand, as might be expected, the system tends to generate the spirit of hatred, retaliation, and revenge towards the master. This spirit practically shows itself in various ways. For example, in preparing his hookah, it is a common trick for the boys to mix the tobacco with chillies and other pungent ingredients; so that when he smokes, he is made to cough violently, while the whole school is convulsed with laughter;—or beneath the mat on which he sits, may be strewn thorns and sharp prickles, which soon display their effects in the contortions of the crest-fallen and discomforted master;—or at night he is waylaid by his pupils, who from their concealed position in a tree, or thicket, or behind a wall, pelt him well with pebbles, bricks, or stones; or once more may rehearse doggrel songs, in which they implore the gods, and more particularly Kali, to remove him by death, vowing, in the event of prayer being heard, to present offerings of sugar and cocoanuts.

Once more, the system naturally and even necessarily leads the young to regard the *Patshala*, not as a place of healthful, innovative, mental exercise, but as a sort of dungeon or grievous prison-house, to escape from which is the chiefest of all ends, as the desire to do so is the most powerful of all instincts. Many, accordingly, are the pretexts and expedients resorted to, in order to escape the "durance vile" of scholastic imprisonment. The boy often runs off for several days to the house of a relation or friend at a distance; and, on his return, asseverates that he was sent there by his parents. To throw boiled rice on domestic vessels ceremonially defiles them; hence when a boy is bent on a day's release from school, he peremptorily disobeys his admonishing mother, saying, "No; if you insist on my going, I shall throw about the boiled rice"—a threat which usually gains him the victory. If a person of a different caste, or unbathed, or with shoes on his feet, touch the boiled rice or pot of another, it is polluted; hence, when a boy effects his escape from school, he often hastens to some kitchen, touches the boiled rice, or the pots in which it has been boiled, and thus becomes himself polluted; and until he bathes, no one can touch or seize him without being polluted too. A temporary impunity is thus secured. At other times the boy finds his way to filthy and unclean places, where he remains for hours, or a whole day, defying the master and his emissaries to touch him, knowing full well that they cannot do so, without partaking of his own contracted pollution. So determined are boys to evade the tortuous system of discipline that, in making good their escape, they often wade or swim through tanks, or along the current of running drains, with a large earthen-pot over their head, so that the suspicion of passers-by, or of those in pursuit, is not even excited; seeing that naught appears on the surface but a floating pot; or they run off and climb into the loftiest neighbouring tree, where they laugh to scorn the efforts of their assailants to dislodge them. In the recent case of one personally known to our informant, the runaway actually remained for three days on the top of a cocoa-nut tree, vigorously hurling the cocoa-nuts as missiles at the heads of all who attempted to ascend for the purpose of securing him.

3. Look at the teachers, their means of support and qualifications.

Very nearly the whole of the teachers earn their livelihood by teaching, being regularly paid for their professional services. Bearing in mind that presents, whether monthly, yearly, or occasional, consist of rice, fish, salt, oil, vegetables, cooking utensils, tobacco, clothes, &c. the following enumeration will present at once to the eye a tabulated view of the exceedingly varied, or rather grotesquely diversified ways, in which the teachers are remunerated.

Some receive—

- Monthly wages only.
- Fees only.
- Subsistence money only.
- Wages, and uncooked food.
- Wages and subsistence money.
- Fees and subsistence money.
- Fees and weekly presents.
- Fees and annual presents.
- Weekly presents and annual presents.
- Wages, uncooked food, and subsistence money.
- Fees, uncooked food, and annual presents.
- Fees, subsistence money, and weekly presents.
- Wages, subsistence money, and annual presents.
- Fees, subsistence money, and annual presents.
- Fees, weekly presents and annual presents.
- Wages, uncooked food, subsistence money, and weekly presents.
- Fees, uncooked food, subsistence money, and weekly presents.
- Fees, uncooked food, subsistence money, and annual presents.
- Fees, uncooked food, weekly presents and annual presents.
- Wages, subsistence money, weekly presents, and annual presents.
- Fees, subsistence, weekly presents and annual presents.
- Fees, uncooked food, subsistence money, weekly presents and annual presents.

Now, reducing all these items to a money estimate, the mean rate of monthly payment for all the districts visited will be found from *Rs.* 1. 8. 7. as the minimum, to *Rs.* 4. 12. 9., as the maximum. This affords to all the vernacular teachers of Bengal and Behar, an average monthly professional income of *Rs.* 2. 15. 7., or about three rupees; not above one-half of what is usually given in Calcutta to the lowest menials or domestic servants.

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The details now given abundantly show by what pinched and stinted contributions the class just below the wealthy, and the class just above the indigent unite to support a school; and it constitutes a proof of the very limited means of those who are anxious to give a Bengali education to their children, and of the sacrifices which they make to accomplish the object. But, for emoluments so lean and so meagre, what qualifications can the teachers be expected to present? If it be an universal law that the price of a commodity may fairly be allowed to determine its intrinsic or relative or conventional value, what can be the value, intrinsically, relatively, or conventionally, of qualifications everywhere estimated and hired at a rate so low as those of the vernacular schoolmaster of Bengal and Behar? Accordingly, it is the fact, that, however low the emoluments in question are, in comparison with those to which competent men might be justly considered entitled, they can scarcely be said to be lower than the paideutic qualifications or marketable commodity of which they may be regarded as the pecuniary equivalent. The following is the result of Mr. Adam's extended observation on the subject:—

"The teachers consist both of young and middle-aged men, for the most part simple minded, but poor and ignorant, and therefore having recourse to an occupation which is suitable both to their expectations and attainments, and on which they reflect as little honour as they derive emolument from it. They do not understand the importance of the task they have undertaken. They do not appear to have made it even a subject of thought. They do not appreciate the great influence which they might exert over the minds of their pupils, and they consequently neglect the highest duties which their situation would impose, if they were better acquainted with their powers and obligations. At present they produce chiefly a mechanical effect upon the intellect of their pupils, which is worked upon and chiselled out, and that in a very rough style, but which remains nearly passive in their hands, and is seldom taught or encouraged to put forth its self-acting and self-judging capacities. As to any moral influence of the teachers over the pupils, any attempt to form the sentiments and habits, and to control and guide the passions and emotions; such a notion never enters into their conceptions; and the formation of the moral character of the young is consequently wholly left to the influence of the casual associations amidst which they are placed, without any endeavour to modify or direct them. Any measures that may be adopted to improve education in this country will be greatly inadequate, if they are not directed to increase the attainments of the teachers, and to elevate and extend their views of the duties belonging to their vocation."

The intellectual and moral condition of the wholly uninstructed masses constituting the overwhelming majority, we have already glanced at; and, in the preceding statements, will be found ample materials, from which to form an accurate estimate of the intellectual and moral condition of the partially or inadequately instructed minority.

To spare the reader the tedium of a lengthened recapitulation, we have only to request that he may be pleased to look back and re-ponder the statements of fact already given. Let him look at the nature, character, and influence of the instruction imparted in the elementary schools, and say, whether Mr. Ward's estimate of it does not fall far short of the reality, rather than exceed it. Education in these schools, "is confined," says he, "to a few rudiments, qualifying the pupils to write a letter on business, and initiating them into the first rules of arithmetic. A Hindu school is a mere shop, in which by a certain process the human mind is prepared to act as a copying machine or as a lithographic press. The culture of the mind is never contemplated in these seminaries. Hence Hindu youths, though of a capacity exceedingly quick, never find the means of strengthening or enlarging the faculties. The bud withers as soon as it is ready to expand. Destitute, therefore, of all that is reclaiming in education, of all that contributes to the formation of good dispositions and habits, these youths herd together for mutual corruption. Destitute of knowledge themselves, the parents, the tutors cannot impart to others that which they themselves have not received; human nature takes its unrestrained course; and whatever is in the human heart receives an unbounded gratification." These schools thus viewed, as Mr. Ward does, chiefly in their negative character, are sufficiently unproductive of good and prolific of evil. How much more so when viewed in their positive character. Under the endless recurrence of a dull, monotonous mechanical routine, the intellectual soil, light by nature, and wholly unmanured by art, soon becomes impoverished altogether. Under the combined influences of an utterly vicious system of discipline, the forced initiation into deceptive and dishonest practices, the habitual inculcation of loose, grovelling, carnalising maxims for the regulation of future conduct, the unceasing repetition of abominably filthy or grossly idolatrous legends; the moral and religious soil is transformed into a fertile nursery of all manner of rank, unprofitable, and noxious weeds.

Whether, therefore, we look at the wholly uninstructed majority, or the partially instructed minority of the people of this land, we cannot help concluding that the work of education, in any right and proper sense of that term, has, except in a few isolated cases, connected with missionary and other operations, yet to be begun.

With these comparatively few exceptions, the provinces of Bengal and Behar, and indeed India generally, may verily be said, educationally, to present an all but universal blank. Indeed so vast, so aggravated is the destitution, so immense, so apparently boundless the field, that one is apt to sink down, staggered, confounded, and almost paralysed into despondency at the very prospect of it. But Christian faith, feeding on the promises, and Christian benevolence glowing in anticipation of a renovated and gladdened humanity, soon interpose to rouse and rally the best energies of the true friends of India in this and other lands.

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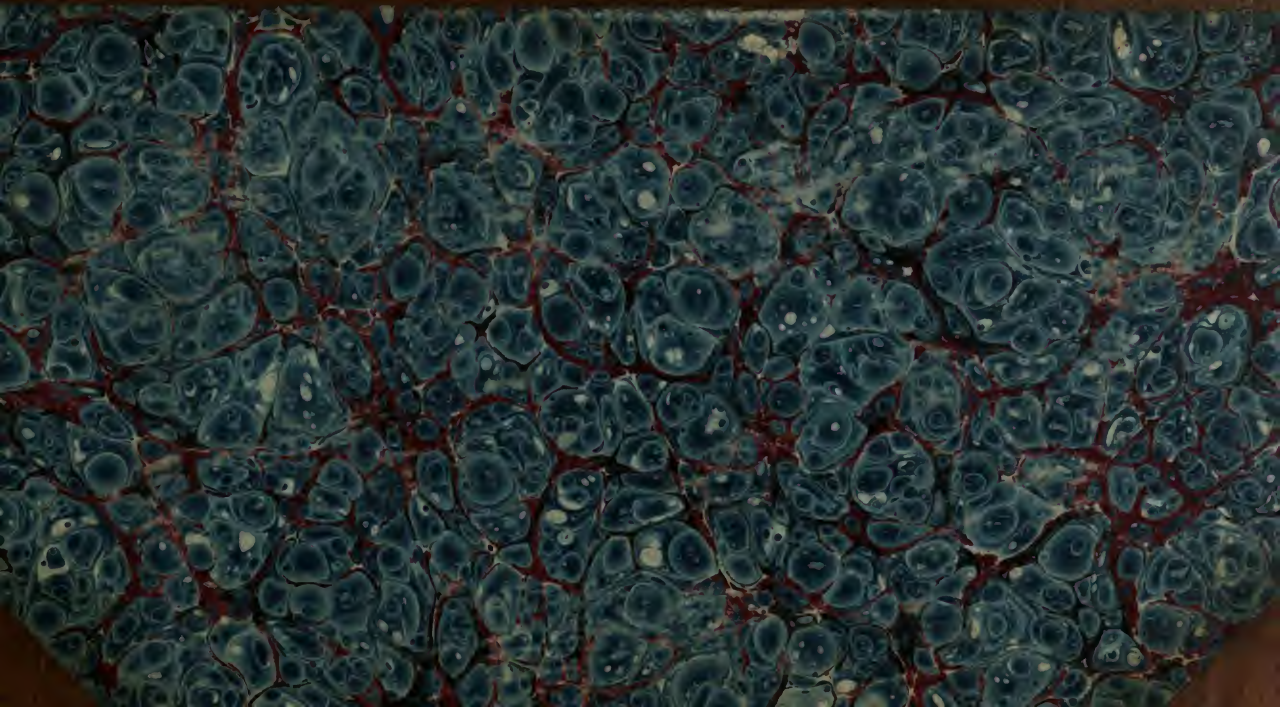
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